

The Dominion Conveyancer

COMPRISING

Precedents for General Use

AND

Clauses for Special Cases

SELECTED AND EDITED BY

WILLIAM HOWARD HUNTER, B.A.

Of Osgoode Hall, Barrister-at-Law

THIRD EDITION
REVISED AND ENLARGED
BY HUGH S. BOWEN

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PREFACE

There are two distinct methods of transferring and otherwise dealing with land in operation within the Dominion of Canada, namely, a modified form of the English system coupled with registration of documents, and "The Land Titles" system.

The first system is almost uniform in the various Provinces in which it prevails. In two Provinces—Manitoba and Ontario—the two systems are both in use, and in Nova Scotia also, the way has been prepared for a Land Titles system by means of 3 & 4 Edward VII., c. 47 (N.S.), but the Act is not in operation. British Columbia is unique in one respect, in its conveyancing methods, as there the old system is in operation, coupled with the possibility of obtaining a Certificate of Indefeasible Title, which is a distinctive feature of the Land Titles system. The Ontario Land Titles Act differs considerably from the Land Titles Acts of the Western Provinces, which have as their model the Australian Torrens System, whilst the Ontario Act follows the Imperial Land Titles Act of 1875. The subjoined table will show at a glance the various systems in operation:—

Alberta	Land Titles only.
British Columbia	Old system with Certificate of Indefeasible title.
Manitoba	Old system and Land Titles.
New Brunswick	Old system.
Nova Scotia	Old system.
Ontario	Old system and Land Titles.
Prince Edward Island ...	Old system.
Saskatchewan	Land Titles only.

Another Law of the utmost importance to Conveyancers, also not uniform throughout the Provinces, is that of Dower,

and the only Provinces that now require execution of a deed by a wife to bar her dower are Ontario, Nova Scotia, New Brunswick and Prince Edward Island.

In this new edition of Mr. Hunter's Work, Banking and Company Forms are for the first time included to any extent and placed together. Mining forms have also been placed together and considerably added to, both as regards statutory and general forms.

Other new features are a Schedule of Statutes referred to, Schedules of official fees for registration, etc., of instruments, and a Tabular Statement, showing the Devolution of the Estate of an intestate in Ontario. Besides these, there are many new general forms throughout the work.

No attempt has been made in this edition to deal with any Quebec precedents.

HUGH S. BOWEN.

Toronto, November, 1913.

DOMINION CONVEYANCER.

ABSTRACT.

FORM 1.

Abstract of Title.

Solicitors' abstracts are the exception rather than the rule in this country. But they should be used where a registrar's abstract (which does not give wills nor other entries in the general register) fails to show a clear chain of title. It is also a labour-saving device where a block of land is being sub-divided into lots to print a solicitor's abstract of title to the whole block.

SIXTY years appears to be a sufficient root of title (*Armour on Title*, 3rd ed., p. 32). But it is often quite as convenient to take the abstract back to the Crown grant.

As solicitors are used to reading registrars' abstracts and will of themselves adhere to a chronological arrangement, it will be sufficient here to give in alphabetical order forms for the chief items occurring in solicitors' abstracts.

No. 1106 B. *Assignment for the Benefit of Creditors*: 1st July, 1898, 2nd July, 1898, under Act respecting Assignments and Preferences by Insolvent Persons.¹ William Hopkinson Smith, debtor, 1st part; Edward R. C. Clarkson, assignee, 2nd part; all persons, firms and corporations, creditors of debtor, 3rd part, grants and assigns all real estate to assignee on trust.

¹Now cited as "The Assignments and Preferences Act," 10 Edw. VII. c. 64.

1st, To sell and convert into money,

2nd, To pay first the assignee and then the creditors ratably,

3rd, Appoints assignee as attorney of debtor,

4th, Deed to extend to heirs, executors, administrators and assigns of parties *executed by debtor in presence of one witness who make statutory affidavit of execution, certificate of registration endorsed.*

No. 30854. *Bargain and Sale*: 19th May, 1847, 16th February, 1848. John Chew, township of York, yeoman, 1st part; Mary Ann Chew, his wife, 2nd part; John Gracey, township of Etobicoke, yeoman, 3rd part. Cons. £112.10.

Part of Lot 5 in 5th Concession (West of Yonge Street) of York Township, described as, &c. Together with a right of road, &c., "give, grant, bargain, sell, alien, release, enfeoff, convey, and confirm unto party of 3rd part, his heirs and assigns." Together with appurtenances, &c.

Habendum to 3rd part, his heirs and assigns forever.

Covenants by Chew:

1st, Good title in fee simple,

2nd, Right to convey,

3rd, Quiet possession free from incumbrances,

4th, Further assurances,

Release of right of dower,

Executed by all three parties in presence of one witness,

Endorsement that memorial recorded as No. 30854.

No. 5534. *Bargain and Sale*: 20th March, 1854, 18th April, 1854, under *Act to facilitate the conveyance of real property*. James Butler of township of Niagara, yeoman, and Ann Jane, his wife, 1st part; Robert Niven of the same place, yeoman, 2nd part. Cons. £7 10s. Half an acre of military reserve, described as, &c.

Party of 1st part "doth grant unto the said party of the 2nd part, his heirs and assigns forever."

Halendian unto said party of 2nd part, his heirs and assigns, *ave. forever.*

Covenants by Partlet:

1. Right to convey.
2. Quiet possession free from incumbrances.
3. Further assurance.
4. Against incumbrances by him.

Release of all claims. No bar of dower.

Executed by all three in presence of two witnesses, and signed that memorial recorded p. No. 5534.

No. 825. (Memorial of). *Bargain Sale*: 11th June, 1833, 14th June, 1833. John Simpson, 1st part; Wm. Thompson, 2nd part. Cons. £115. Lot 35, 1st concession, &c.

Grant, bargain, sell, &c., to Wm. Thompson, his heirs, and assigns forever.

Executed by John Simpson in presence of two witnesses. May not signed by grantee.

The deed of which this is a memorial is not in the custody or control of the vendor.

No. 3275. *Deposit of Title Papers under the Custody of Title Deeds Act*, 7th July, 1901, 8th June, 1901, deposits the following document:

1. Statutory declaration, &c., &c.

No. 1966. *Discharge of Lis Pendens (Certificate of)*: 25th July, 1901, 26th July, 1901. H. C. J. Recites order of 10th July, 1901, in John Doe Sheraton, v. Richard Roe Hephewwhite, dismissing action. Given under the seal of the Court and signed by Registrar, &c.

No. 2381 M. L. *Discharge of Mechanic's Lien*: 11th May, 1905, 17 May, 1905. William Jones, of Toronto, plumber, acknowledges receipt of \$1,700, in full discharge

of his mechanic's lien on Lot 4, Plan 128, signed by Wm. Jones and witnessed by one witness who makes affidavit of execution.

No. 12118. *Discharge of Mortgage*: 7th May, 1903, 8th May, 1903. Statutory certificate. Recites mortgage 28th July, 1895, 29th July, 1895. No. 13845. Wm. Smithson Smith to Hopkins Castell, and assigned by mortgagee to Vaughan Bernard, by assistant mortgagee, 14th August, 1898, 22 August, 1898. No. 58433. Certificate signed by sd. Bernard. Endorsement of discharge on original mortgage.

No. 9348. *Final Order of Foreclosure (Certificate of)*: 31st July, 1900, 31st July, 1900. H. C. J. Building and Loan Co. Plaintiffs v. F. H. Lloyd, administrator at litem of Jas. J. Hunter by writ, and Dwight S. Mason in Master's Office. Defendants absolutely foreclosed.

Writ issuedday of.....

Judgment datedday of.....

Report of Masterday of.....

Judgment, copy of Report, and final order produced.

Grant: 27th May, 1907, 21st June, 1907, under Act respecting Short Forms of Conveyances.¹ Thomas Woodhouse Bond, formerly of Toronto, now of Victoria, B.C., 1st part: Frances Annie Bond, his wife, 2nd part: Wesley Latimer, of Toronto, druggist, 3rd part. Cons. \$1,350. Parts of Lots 9 and 10, Plan 773, described as, &c. Doth grant unto party of 3rd part, in fee simple. Habendum 3rd part, heirs and assigns forever.

Statutory covenants by Bond:

1. Right to convey.
2. Quiet possession.
3. Further assurances.
4. No act to incumber.

¹Now cited as The Short Forms of Conveyances Act, 10 Edw. VII. c. 53 (Ont.).

Release of claims by party of 1st part, and Bar of Dower.

Executed by 1st and 2nd part, and affidavit of execution by witness before a Notary Public.

No. 17531 B. *Grant (under Power of Sale)*: 14th Aug., 1903, 31st Aug., 1903, under Act respecting Short Forms of Conveyances. Hiram Shortwind, of township of Etobicoke, farmer, to William A. Easyart, cons., \$2,500. Recites mortgage dated 21st April, 1897, by Higgins Undertow to said Hiram Shortwind, for \$2,000 and interest and containing power of sale (*insert power fully*). Recites default for two months and upwards (*also notice of sale, auction, or as the case may be*). Grants 2nd part "by virtue and in exercise of the aforesaid power and all other powers him thereunto enabling" in fee simple. Lots 4 and 5, &c.

Habendum: 2nd part, heirs, executors, administrators, and assigns forever.

Covenants: No act to incumber.

Release of claims.

No. 18210 York. *Lease*: 21st June, 1875, 30th July, 1878. In Pursuance of Act respecting Short Forms of Leases. William Foster, 1st part, to James Watson Jones, 2nd part. Cons. rents, provisoes and conditions. Demise to 2nd part, his executors and administrators: Lands as in No. above. Rent \$175 per annum, payable half-yearly.

Term. 21 years.

Covenants by Lessee:

1. To pay rent.
2. To pay taxes.
3. Not to cut timber.

4. Not to assign or sub-let without leave, but such leave will not be capriciously withheld.

Covenant by Lessor for quiet enjoyment.

Proviso for re-entry on non-payment of rent or non-performance of covenants.

Privilege or renewal for further period of 21 years on similar conditions and at a rental to be fixed by arbitration.

186 J. *Letters of Administration*, copy of: August 21st, 1901, September 10th, 1901, Surrogate Court, County of York, Estate of Francis Collins, of Toronto, gentleman. Administration granted to Margaret Hayes. Affidavit of true copy.

1281 G. *Lis Pendens* (Certificate of): January 31st, 1895, February 1st, 1895 (*style of cause*) certifies that some title or interest, &c., in Lots 8 and 9, &c., signed by Registrar.

No. 54526. *Memorial of Mortgage* (Discharged): 6th July, 1854, 7th July, 1854. James Trotter, &c., to Home District Savings Bank, £215.

Lands in No. 9880 (County). See No. 23289 for discharge.

No. 84234 N. *Mortgage* (*under which title made*): 21st July, 1898, 22nd July, 1898. In pursuance Act respecting Short Forms of Mortgages, William Watkins, 1st part, Maria Watkins, his wife, 2nd part, Abram Isaacs, 3rd part, mortgagee. Cons. \$3,000. Grants and mortgages Lots 3, 4, and 5, &c., to mortgagee, his heirs and assigns. Proviso for redemption on payment \$3,000 in 3 years, with interest half yearly at 7 per cent.

Release of all claims subject to proviso: Bar of Dower.

Covenants by William Watkins:

1. To pay mortgage money.
2. Good title in fee simple.
3. Right to convey.
4. Quiet possession on default.
5. Further assurance.
6. Against incumbrances by him.

ABSTRACT.

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Power of sale: statutory: one month's default one month's notice: further power without notice on two months' default.

Provisoes for acceleration of principal on default of interest: distress: quiet possession.

Executed by William Watkins and Maria Watkins: affidavit of execution.

No. 11565 A. *Partition Deed*: 15th July, 1881, 20th July, 1881. Sarah Jane Gadsby, widow, 1st part, Homer Gadsby, 2nd part, Isabel Gadsby, spinster, 3rd part, and Maud Jenkins (formerly Maud Gadsby), and her husband, Thomas Jenkins, 4th part.

Recitals: Virgil Gadsby seized in fee and died intestate, leaving, &c. Terms of partition agreement as follows: (Insert terms). Cons. Lot 6 granted to Sarah Jane Gadsby, and \$400 to 3rd and 4th parts, respectively paid by Homer Gadsby. Grant and release by all parties except Homer Gadsby to Homer Gadsby, his heirs and assigns forever, Lots 7 and 8, &c. Grant and release by all parties except Sarah Jane Gadsby to Sarah Jane Gadsby, her heirs and assigns forever, Lot 6. Habendum to each of 1st and 2nd parties, their heirs and assigns respectively the said parcels respectively. Executed by all parties: affidavit of execution.

Patent, 17th May, 1817, 14th June, 1819. Crown to Philemon Squires, York, Esquire, all Lot 8, one acre.

No. 17812 J. *Quit Claim Deed*, 14th May, 1903, 15th June, 1903, Harvey O'Higgins, 1st part, Jane O'Higgins, 2nd part, and William Makepeace. Price, 3rd part.

Recites conveyance dated 21st July, 1899, Samuel Jones to Harvey O'Higgins, of other lands, but erroneously including Lot 5, Plan 661.

Grants and quit claims said lot: Bar of Dower.

Surrender (endorsed on duplicate of 48210 York). 11th April, 1892. James Watson Jones, 1st part, to William Foster, 2nd part. Cons. \$1.00, within lands.

Surrender and yield up all the term unexpired, &c.

Executed by James Watson Jones, in presence of H. Smith.

No. 43881 P. *Vesting Order* (Certificate of): 20th September, 1910, 22nd September, 1910. Hon. C. J. of King's Bench, in Chambers, in Re Barbara Crocker et al., infants. Upon petition of above named infant, it was ordered that north halves of Lots 12 and 13, &c., should be and the same were thereby vested in F. Grenville Smith for all the estate, right, title, and interest of the infant petitioner and of, &c. Signed, E. Harlev, Clerk of Records and Writs.

Original Order produced, reciting petition, death of Johanna Crocker, her will, mortgages, and unpaid taxes, offer to purchase, consent of adults, &c. Signed, F. Arnoldi, Clerk.

No. 1823 G. *Will* (and probate): Will dated 7th July, 1885. Probate, Surrogate Court, County of York, 13th September, 1891, registered 21st April, 1905. Sarah Krank, who died 14th August, 1891, probate granted to John Minor Krank, the husband and executor; devises Lot 12 to her said husband so long as he remains unmarried, and should he marry again then to her children, subject to the charge of \$1,000, to be paid to her said husband. 2 witnesses. Affidavit of true copy.

ACKNOWLEDGMENTS.

FORM 2.

Before Notary—General Form.

Province of)
County of)
ss.)

On this day of 19 , before me personally appeared , to me known to be the person (or persons) described in and who executed the foregoing instrument and acknowledge that he (or they) executed the same as his (or their) free act and deed.

(Signature of Notary).

A Notary Public in and for the
Province of Ontario.

Notary
Seal.

N.B.—Where required, add a certificate by clerk of County Court authenticating the Notary's signature.

FORM 3.*By Executor of Right to Legacy.*

I, _____ of _____, executor of the will of the late _____, of _____, probate of which having been granted to me as such, by the Surrogate Court of _____ County, on the _____ day of _____, 19____.

Do HEREBY ACKNOWLEDGE that there is still due and owing from me, to _____, of _____, a legacy of _____ dollars with interest thereon at the rate of _____ per cent. per annum, from the expiration of (one) year from the date of the death of the said (testator).

Dated at _____, this _____ day of _____, 19____.

(Signature of Executor).

FORM 4.*By Executor of Right to Interest on Legacy.*

I, _____ of _____, executor of the will of the late _____, of _____, probate of which having been granted to me as such, by the Surrogate Court of _____ County, on the _____ day of _____, 19____.

Do HEREBY ACKNOWLEDGE that there is now due and owing from me to _____, of _____, interest at the rate of _____ per cent. per annum, from the day of _____, 19____, upon a legacy of _____ dollars.

Dated at _____, this _____ day of _____, 19____.

(Signature of Executor).

ACKNOWLEDGMENTS.

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FORM 5.

Of Debt.

(Simple I. O. U.)

I. O. U.

Dollars.

19

To

(Signature of debtor.)

(General Form).

I DO HEREBY ACKNOWLEDGE that I am justly and truly
indebted to of in the sum of
Dollars, being *(State for what due)*

Dated at the day of
19

(Signature of debtor.)

FORM 6.

Contracted by Minor.

I DO HEREBY ACKNOWLEDGE that I am justly and truly
indebted to of in the sum of
dollars, being *(State for what due)* which debt
I contracted during my minority and now that I have at-
tained my majority I promise to pay the same.

Dated at the day of
19

(Signature of Debtor).

FORM 7.*Ratification of Contract by Minor.*

I DO HEREBY ACKNOWLEDGE that during my minority I contracted with _____, of _____, to (here set out terms of contract) and now that I have attained my majority

I HEREBY RATIFY and agree to carry out the said contract according to the original terms thereof.

Dated at _____, the _____ day of _____, 19____.

(Signature of Person Ratifying.)

FORM 8.*Secured by Mortgage.*

I DO HEREBY ACKNOWLEDGE that a certain mortgage made the _____ day of _____ 19____

BETWEEN:—

_____ myself of the first part _____ and _____, of _____, of the second part, and registered on the _____ day of _____, 19____, at _____ o'clock M., as book Folio _____ No. _____ in the Registry Office for the _____, which mortgage was given on _____

ALL AND SINGULAR that, etc. (here describe mortgaged property),

To SECURE payment of _____ Dollars with interest at _____ per cent. per annum, is still a good and valid security and that there is now

DUE AND PAYABLE the sum of _____ Dollars, with interest thereon at _____ per cent. per annum from the _____ day of _____, 19____, which I promise and agree to pay.

Dated at _____, the _____ day of _____, 19____.

(Signature of Mortgagor).

FORM 9.*Secured by Charge on Land.*

I DO HEREBY CERTIFY that a certain charge registered on the _____ day of _____, 19____, at _____ o'clock _____ M., as book Folio _____ No. _____, in the Registry Office for the _____ against _____

ALL AND SINGULAR that, etc. (*here describe property affected*).

To SECURE the payment of _____ Dollars is still unpaid and there is now _____

DUE AND PAYABLE the sum of _____ Dollars with interest thereon at _____ per cent. per annum, from the _____ day of _____, 19____, which I promise and agree to pay.

Dated at _____, this _____ day of _____, 19____.

(*Signature of Debtor.*)

FORM 10.*Secured by Mechanic's Lien.*

I DO HEREBY ACKNOWLEDGE that a certain Mechanic's Lien registered on the _____ day of _____, 19____, at _____ o'clock _____ M., as book Folio _____ No. _____, in the Registry Office for the _____, against _____

ALL AND SINGULAR that, etc. (*here describe property affected*).

To SECURE the payment of _____ Dollars, is still unpaid, and there is now _____

DUE AND PAYABLE the sum of _____ Dollars, with interest thereon at _____ per cent. per annum from the _____ day of _____, 19____, which I promise and agree to pay.

Dated at _____, the _____ day of _____, 19____.

(*Signature of Debtor.*)

FORM 11.*Of Title to Land to Bar Statute of Limitations.*

I DO HEREBY ACKNOWLEDGE that I am now in possession
of (or in receipt of the rents and profits of)

ALL AND SINGULAR that, etc. (here describe property held).

BY THE SUFFERANCE and permission of _____, of
and subject to his title thereto.

Dated at _____, the _____ day of _____,
19____,

(Signature of Person in Possession).

FORM 12.*Of Arrears of Rent.*

I DO HEREBY ACKNOWLEDGE that I owe _____, of
_____ Dollars, being for _____ month's
arrears of rent, at the rate of _____ dollars per
month for the premises I now hold of him, situate at

Dated at _____, the _____ day of _____,
19____,

(Signature of Tenant).

FORM 13.*Of Arrears of Interest on Mortgage*

I DO HEREBY ACKNOWLEDGE that I owe _____, of _____ Dollars, being for _____ years' arrears of interest, at the rate of _____ dollars per year.

DUE ON A CERTAIN MORTGAGE made the _____ day of _____, 19____, BETWEEN _____

myself of the first part, AND _____, of _____, of the second part and registered on the day of _____, 19____, at _____ o'clock

M., as book Folio _____ No. _____, in the Registry Office for the _____, which mortgage was given on _____

ALL AND SINGULAR that, etc. (*here describe mortgaged property*).

To SECURE payment of _____ Dollars, with interest at _____ per cent per annum.

Dated at _____, the _____ day of _____, 19____.

(*Signature of Mortgagor.*)

FORM 14.*Affidavits and Declarations*

Extra judicial oaths and affirmations are penalised by R. S. C. 1906, c. 116, s. 179, with certain exceptions appearing in sub-section 2 of said section and in R. S. C. 1906, c. 115, s. 37 (*affidavits, &c., required by insurance companies*). In cases when no authority can be found to administer an oath, the proper instrument is a statutory declaration. (See R. S. C. 1906, c. 1, ss. 25 and 34 (25), and c. 175, s. 86, for requisites of form of declaration and persons entitled to administer).

FORM 15.*Affidavit of Claim under Creditors' Relief Act.*

THE CREDITORS' RELIEF ACT, (ONTARIO)

In the County Court of the County of _____ (state
county or united counties in which it is intended proceedings
shall be taken) A. B. claimant vs. C. D.
debtor.

I, A. B., of _____, in the county of _____
merchant (or as the case may be), make oath and say:

1. That I am the above named claimant (or the duly
authorized agent of the claimant in this behalf), and have a
personal knowledge of the matter hereinafter deposed to.

2. The above-named debtor is justly and truly indebted to
me (or the above-named claimant), in the sum of \$
for (here state shortly the nature and particulars of the claim
as they are required to be stated upon a specially endorsed
writ).

Sworn, etc.

(O Edward VII, c. 48, form schedule).

FORM 16.*Affidavit to and issue of Marriage License.*

(ONTARIO).

I, A. B., of the _____, in the County of _____
(addition) make oath and say as follows:

1. I and C. D., of _____, in the county of _____
are desirous of entering into the contract of marriage, and
of having our marriage duly solemnized at the town (or
village, etc.) of _____, in the county (or district) of _____

2. According to the best of my knowledge and belief, there
is no affinity, consanguinity, prior marriage, or any other law-
ful cause or legal impediment to bar or hinder the solemniza-
tion of the said marriage.

3. I, or the said C. D. *(or both, as the case may be)* have *(or have)* had since the day of , my *(or his, or her, or our)* usual place of abode within the municipality of , in the said county *(or district)*, or, if neither of the parties has, for the space of fifteen days immediately preceding the issue of the certificate of license, had his or her usual place of abode in the county or district in which it is intended that the marriage shall be solemnized. The reason of procuring the marriage to be solemnized in , is not in order to evade due publicity or for any other improper purpose.

4. I am of the age of years, and the said C. D. is of the full age of 18 years *(or the said C. D. is of the age of years or over)*.

5. I am a bachelor *(or widower)*, and the said C. D. is a spinster *(or widow)*.

6. *(If either party be under 18 and not a widower, or widow, add):* E. D., of , in the county of , is the person whose consent to the said marriage is required by law, and the said E. D. consents to the said marriage. The paper writing hereto annexed marked "A," is the consent of the said E. D. to the said marriage, and the signature thereto is of the proper handwriting of the said E. D.

7. The said E. D. is the father of the said C. D. *[or the said E. D. is the mother (or guardian duly appointed) of the said E. D., and the father of the said E. D. is dead, (or the father and mother of the said C. D. are both dead, and no guardian of the said C. D. has been appointed)]*.

Sworn before me, etc., }

G. H.,

(Signed). A. B.

*(Issuer of licenses, or
Deputy issuer of licenses.)*

FORM 19.*Oath of Service*

I, A. B., do swear (or, being a person allowed by law to affirm in judicial cases, do affirm) that, in the period of _____ years preceding this date, I have been in the service of the Government of Canada (or, of the Government of the Province of _____ in Canada, or as the case may be) for the term of three years, and I intend when naturalized to reside in Canada (or to serve under the Government of _____, as the case may be).

Sworn before me, at _____

on the _____
day of _____

} .

A. B.

R. S. C. 1906, c. 77. form schedule.]

FORM 20.*Oath of Allegiance.*

I, A. B., do sincerely promise and swear that I will be faithful and bear true allegiance to His Majesty King George the Fifth (or reigning sovereign for the time being) as lawful Sovereign of the United Kingdom of Great Britain and Ireland, of this Dominion of Canada, dependent on and belonging to the said Kingdom, and that I will defend him to the utmost of my power against all traitorous conspiracies or attempts whatsoever, which shall be made against his person, crown and dignity, and that I will do my utmost endeavour to disclose and make known to His Majesty, his heirs or successors, all treasons or traitorous conspiracies and attempts which I shall know to be against him or any of them; and all this I do swear without any equivocation, mental evasion, or secret reservation. So help me God.

Sworn before me, at _____

this _____

day of _____

|
|
|

A. B.

R. S. C. 1906, c. 77. schedule].

FORM 21.

Affidavit of Having Taken Oath of Allegiance.

THE NATURALIZATION ACT.

I, A. B. of _____, so swear (or affirm) that on or about the _____ day of _____, one thousand nine hundred and _____, at _____, in the (county or as the case may be) of _____, in the Province of _____. I did take and subscribe before (a Judge, magistrate or other person, naming him), the oaths (or affirmations) of residence and allegiance required by the laws respecting the naturalization of aliens then in force in the said Province. So help me God.
Sworn to before me, at _____, on _____
the _____ day of _____ 19____ A. B.
[R. S. C. 1906, c. 77, schedule.]

FORM 22.

Affidavit Identifying Parcels where Party to the Instrument is Dead.

(ONTARIO).

County of _____ } I (give name, address and occupation)
To wit: } make oath and say:

1. To the best of my knowledge and belief, the lands described in the within (or annexed) instrument and duplicate are designated in registered Plan No. _____ as Lots (do the same so as to conform to plan.)

2. That _____ a party to said instrument, died on or about the _____ day of _____ A.D. 19____, (or as the case may be), that it would be inconvenient (or impossible) to obtain a new instrument, or a re-execution of the said instrument, containing a description conforming to the said Plan

3. That I have a personal knowledge of the matters herein deposed to.

Sworn, etc.

[10 Edw. VII. (Ont.), c. 60, form schedule.]

FORM 23.

Oath of Arbitrators under the Board of Trade General Arbitration Act. (Ontario).

I, _____, solemnly swear that I will truthfully, diligently, and impartially perform my duty as arbitrator, and I will in all cases (or, in the case between _____ and _____ now) submitted to me, give a true and just award according to the best of my judgment and ability, without fear, favour, affection of, or for any party or person whomsoever.

So help me God.

FORM 24.

Forms for Commencement of Agreements.

Memorandum of agreement made this _____ day of _____ A.D. 19____, between _____ of the first part and _____ of the second part, witnesseth, etc.

FORM 25.

This agreement made this _____ day of _____ 19____, between _____ of _____, for himself, his heirs, executors and administrators, of the one part, and _____ of _____, for himself, his heirs, executors and administrators of the other part, witnesseth, etc.

FORM 26.

Agreement made this _____ day of _____ 19____, between _____ of the one part, and _____ of the other part. The said _____ agrees, etc.

FORM 27.

It is hereby mutually agreed by and between
and as follows:

FORM 28.

Agreement made the day of 19 ,
between of , hereinafter called the Vendor,
of the one part, and of , hereinafter
called the Purchaser of the other part. It is hereby agreed
as follows:

FORM 29.

Articles of agreement made this day of
19 , between and , merchants, and
co-partners under the firm name and style of
& Co., of the one part, and The Company, Limited,
a corporation duly incorporated under the laws of the Pro-
vince of , of the other part. The said parties
mutually agree as follows:

FORM 30.

Testimonium Clauses.

In witness whereof the said parties have hereunto set
their hands the day and year above written.

FORM 31.

In witness whereof the said parties to these presents have hereunto interchangeably set their hands and seals the day and year first above written.

FORM 32.

Witness the hands and seals of the said parties.

FORM 33.

Witness the hands of the said parties.

FORM 34.

In witness whereof the said has set his hand and seal, and , by virtue of a power of attorney enabling him in that behalf, a copy whereof is hereunto annexed, has set the hand and seal of the said this day of 19 .

FORM 35.

In witness whereof, the said The Company (Limited), has hereunto affixed its corporate seal this day of 19 .

FORM 36.

Forms of Attestation.

Signed, sealed and delivered in the presence of

FORM 37.

Witness to the signature of the said

FORM 38.

Signed, sealed and delivered as the act and deed of the
within named _____, by _____ his duly authorized
attorney, in the presence of

FORM 39.

Signed, sealed and delivered by the within named
(a blind person), I having first read over to him
the above written agreement, when he seemed perfectly
to understand the same, in my presence.

FORM 40.

Signed, sealed and delivered by the said _____ I,
having read over to him the above written agreement, and
he having made his mark thereto, in my presence.

FORM II.*General Form of Agreement.*

MEMORANDUM OF AGREEMENT, made and entered into
this day of A.D. 19 .

BETWEEN

WITNESSETH, that the said parties hereto do hereby mutually covenant, promise and agree to and with each other in manner and form following, that is to say:

1. That, etc. (*Here add the particular agreement entered into between the parties*).

AS WITNESS the hands and seals of the said parties the day and year first above written.

Signed, sealed and delivered
in the presence of

Agreements relating to Realty.

By the fourth section of the Statute of Frauds (29 Car. II., c. 3), no action shall be brought to charge any person upon any contract or sale of lands, tenements or hereditaments, or any interest in or concerning them, unless the agreement upon which such action shall be brought or some memorandum or note thereof shall be in writing, and signed by the party to be charged therewith, or some person thereunto by him lawfully authorized. The requisites of a writing to satisfy the Statute are: (1) The names of the contracting parties as such; (2) The consideration; (3) The subject matter or object of the contract, and (4) The signature of the party to be charged, or of his agent lawfully authorized.

FORM 42.

Agreement for the Sale of Land-Common Form.

MEMORANDUM OF AGREEMENT made this day
of A.D. 19 .
BETWEEN
hereinafter called the Vendor, of the first part,
 hereinafter called the Purchaser, of the
second part.

The party of the first part agrees to sell, and the party
of the second part agrees to purchase
for the price or sum of dollars of lawful money of
Canada, payable as follows:

The Vendor shall not be required to furnish any abstract
of title or procure or show any deed or evidence of title not
in his possession, or any copies of deeds or papers. The
deed to be given at the expense of the and
to contain only the ordinary statutory covenants, and the
lands to be conveyed free from all dower and incumbrances.

The Purchaser to be allowed days to investi-
gate the title at own expense, and if within that
time he shall furnish the Vendor in writing with any valid
objection to the title which the Vendor shall be unable or
unwilling to remove, this agreement shall be null and void,
and the deposit money returned to the Purchaser without
interest. Time to be of the essence of this agreement.
The Vendor to pay the proportion of insurance premiums,
taxes, local improvements, sewer rates, etc., of whatever
kind, to this date, after which date the Purchaser will
assume them. I also agree to pay to
the usual commission.

IN WITNESS whereof, the said parties to these presents
have hereunto set their hands and seals.

Signed, sealed and delivered
in the presence of.

FORM 43.*Another Form.*

ARTICLES OF AGREEMENT, made this day of
A.D. 19 , BETWEEN

WHEREAS, the said part of the first part ha agreed
to sell to the part of the second part, and the part of the second part ha agreed to purchase of and from
the said part of the first part the lands hereditaments
and premises hereinafter mentioned, that is to say: All and
singular th certain parcel or tract of land being com-
posed of Together with all the privileges and
appurtenances thereto belonging at or for the price or sum
of of lawful money of Canada, payable in manner
and on the days and times hereinafter mentioned, that is to
say:

NOW IT IS HEREBY AGREED between the parties aforesaid
in manner following, that is to say: The said part of
the second part, for heirs, executors, and admin-
istrators, do covenant, promise, and agree to and with the
said part of the first part, heirs, executors
administrators and assigns, that he or they shall well and
truly pay or cause to be paid to the said part of the
first part, heirs, executors, administrators and assigns,
the said sum of money above mentioned, together with the
interest thereon, at the rate of per cent, per annum,
on the days and times and in the manner above mentioned:
And also shall and will pay and discharge all taxes, rates
and assessments, wherewith the said land may be rated or
charged from and after this date.

In consideration whereof, and on payment of the said
sum of money, with interest thereon as aforesaid, the said
part of the first part do for heirs, executors,
administrators and assigns covenant, promise, and agree to
and with the said part of the second part, heirs,

executors, administrators and assigns, to convey and assure or cause to be conveyed and assured, to the part of the second part, heirs or assigns, by a good and sufficient deed in fee simple, all that the said piece or parcel of land above described, together with the appurtenances thereto belonging or appertaining, freed and discharged from all dower and other incumbrances, but subject to the conditions and reservations expressed in the original grant thereof from the Crown, and such deed shall be prepared at the expense of the said part of the part, and shall contain the following covenants, namely:

And also shall and will suffer and permit the said part of the second part, heirs and assigns to occupy and enjoy the same until default be made in the payment of the said sums of money, or the interest thereof or any part thereof, on the days and times and in the manner above mentioned; subject nevertheless, to impeachment for voluntary or permissive waste.

And it is expressly understood that time is to be considered the essence of this agreement, and unless the payments are punctually made at the times and in the manner above mentioned, the said part of the first part at liberty to re-sell the said land.

In witness whereof, etc.

Signed, sealed, etc.

FORM 44.

Another Form.

MEMORANDUM OF AGREEMENT made this day of A.D. 19 , between of the first part and of the second part.

Witnesseth, that the said parties hereto do hereby agree on L. with the other, in manner following:

1. That the party of the first part agrees to sell to the party of the second part, and the party of the second part has agreed to purchase of and from the party of the first part the lands and premises hereinafter mentioned, being *(here set out the lands and the interest the Purchaser is to take therein)*, for the price and sum of \$ of lawful money of Canada, to be paid as follows: *(set out the manner and days of payment, and the rate of interest)*

2. The party of the second part is to investigate the title to the same premises at his own expense *(here add any conditions as to production of title deeds, title, etc.)*, and to tender a good and sufficient conveyance to the party of the first part for execution thereof, free from all dower and other incumbrances.

3. The party of the second part is to take possession and the said premises are to be at his risk on the day of possession *(as the case may be)*.

4. In case the title cannot be made out to the satisfaction of the party of the second part, he, the party of the second part, shall not be entitled to any compensation for any expense incurred in the examination of the title, and he shall have days to examine the same.

5. The mortgage to be given by the party of the second part, is to contain the usual covenants, including a covenant to insure to the extent of \$

6. The party of the first part is to pay all taxes, rates and assessments, but the proportionate part of the taxes for the current year to be borne by the party of the second part.

7. Time is to be the essence of this agreement.

8. The party of the first part is to be at the expense of satisfying the requisitions of title, the execution of the conveyances to the party of the second part, and of the mortgage to himself, and of registering the same, and the party of the second part to bear all the other expenses.

In witness whereof, etc.

AGREEMENTS.

FORM 45.

Another Form.

This agreement made the _____ day of _____
A.D. 19____.

BETWEEN _____ hereinafter called the Vendor, of the
first part; and _____ hereinafter called the Vendee, of
the second part;

Witnesseth, that the Vendor agrees to sell to the Ven-
deree, and the Vendee agrees to purchase from the
Vendor, all that parcel of land situate, known and de-
scribed as follows, viz.: _____ for the price or sum of

payable as follows: the sum of _____ or
execution of this agreement; and the remainder that the Ven-
deree is to say: Upon payment of the sum of _____ the Vendor
is to receive a deed, and is then to execute a mortgage secur-
ing the balance of the purchase money in manner above
mentioned.

The deed and mortgage shall be prepared by the Vendor
or his Solicitor, and the expense of the mortgage (which
shall contain the usual covenants and insurance clause)
shall be borne by the Vendee.

The Vendee shall examine the title at his own ex-
pense. The Vendor shall not be required to produce any
title deeds other than those in his possession; nor shall
the Vendor be required to pay for the production of any
deeds not in his possession; or to pay for any evidences of
title or expenses connected with, or incidental to the exam-
ination of the same.

The Vendee shall have one week to examine the
title; and if not objected to prior to that time, he shall
be deemed to have accepted the same.

If the title be objected to, the Vendor shall have the
privilege of putting an end to the above contract, if he
desires to do so, by notice in writing to that effect, to the

Vendee or his Solicitor; and in that event the deposit shall be returned, but the Vendee shall not be entitled to any compensation or to any expenses incurred in the examination of the title. The said notice shall be sufficiently served by mailing the same in a registered letter to the post office address of the Vendee or the Solicitor employed by him to examine the title.

The Vendee agrees to pay the taxes upon the said land for the current year.

It is further understood and agreed that time, both in payment of the principal money and interest under this agreement, shall be considered the essence of this agreement, and unless payments are punctually made in manner above mentioned, these presents shall at the option of the Vendor be null and void, and he shall be at liberty to resell the said land, and the payments made by the Vendee shall be forfeited.

As witness our hands the day and year first above written.
In presence of, etc.

FORM 45a.

**SPECIAL CLAUSES IN AGREEMENTS OF SALE AND PURCHASE
OF LAND.**

Vendor may Cancel Sale if Title Objected to.

Should the Purchaser insist on any objection to the title or conveyance which the Vendor may be unable or unwilling to remove or comply with, the Vendor may at any time rescind this agreement of sale, and in that event he shall return the deposit to the Purchaser, who shall not be entitled to any interest, damages or costs, or

That in case the Purchaser shall object to the title the Vendor shall be at liberty to annul the sale on returning the

deposit to the Purchaser, without interest, and paying all reasonable expenses incurred by the Purchaser in respect of such contract, or

That, in case the Purchaser shall object to the title in manner above provided, the Vendor shall be at liberty, if he shall think fit, by notice in writing, to vacate the sale, and thereupon such sale shall be absolutely null and void to all intents and purposes whatsoever; and the Purchaser shall be repaid his deposit money, but without interest and all reasonable expenses sustained by him in respect of such sale; and each contracting party shall be placed in the same position as if no agreement had ever been made, unless the Purchaser shall, within fourteen days next after the receipt of such notice from the Vendor, agree to accept the title unconditionally; and such right of the Vendor to annul the sale as aforesaid shall not be considered as waived, or in any manner affected, by any negotiation as to such objection or requisition, or attempt to obviate such objection, or to comply with such requisition, or to remedy any defect that may be objected to.

FORM 46.

Defect in the Title in Part of the Lands not to Annul the Contract as to the rest.

That, if it should appear that a good title cannot be made to some of the lots, or to some part of the lands comprised in any lot or lots this shall not annul the sale in respect of any other lot or lots, or of the other part of any lot or lots to some portion of which a good title cannot be made; but the contract shall be carried into effect as to the residue of the lots, or property comprised in such lot or lots to some portion of which a good title cannot be made, and a proportionate reduction made in the purchase money.

FORM 47.*Misdescription not to Annul the Sale.*

If any error or omission affecting the quantity of land shall be discovered in the description of the property before the actual conveyance thereof but not afterwards, compensation shall be allowed or given as the case may require, or

The number of acres is believed to be correctly stated, but is not warranted to be so; but should any error appear to have been made therein, to the prejudice of the Purchaser, or any error in the description of the property, or of the Vendor's interest therein, such error shall not annul the sale, but compensation shall be made.

FORM 48.*Sale Subject to a Mortgage.*

The said premises are sold subject to a mortgage for the sum of dollars, made by the said Vendor to dated the day of 19 , which said mortgage, with the interest thereon, from and after the day of 19 , the said Purchaser hereby assumes, or,

The said premises are to be conveyed within days from this date by a good and sufficient deed of the party of the first part, conveying a good and clear title to the same free from all incumbrances, excepting a mortgage thereof made by said party of the first part to of , for the sum of dollars, dated the day of , and registered in the Registry Office for the county of , as number in liber , folio , which said mortgage, and the interest thereon to the date of the conveyance hereby contracted to be made, the said party of the second part is to assume and pay as part of the purchase money of said premises.

FORM 49.

Incumbrances to be Discharged Prior to Conveyance.

That all incumbrances to which the said premises, or any of them, may be subject, shall be discharged by and at the expense of the said Vendor, and the said premises effectually released therefrom previously to the conveyance to the said Purchaser; which said release or discharge of incumbrances shall be effected by a separate and distinct assurance or assurances, and be prepared by the Solicitor of, and at the expense of, the said Vendor, and be approved by the Solicitor of, and at the expense of, the said Purchaser; but the expense of such execution shall be borne by the said Vendor.

FORM 50.

Purchaser to be at Expense of Getting in Outstanding Estates.

But the conveyance, assignment, or surrender, of any outstanding estate, term, or interest, and the obtaining of any probate or letters of administration, or any document required for evidencing the title thereof, shall be prepared or obtained by the Solicitor of the said Vendor, at the expense of the said Purchaser.

FORM 51.

Sale Subject to Existing Tenancies.

And said premises are sold subject to the existing tenancies, a schedule of which shall be given to the Purchaser upon the execution of the conveyance herein provided for; or

Excepting such leases, not exceeding the term of years, or any lesser term, as the said Vendor may have already granted of the said premises, or of some part thereof, at the full improved rents, reserved to be made payable yearly or more frequently, during the continuance of the estates granted by the same leases, respectively.

FORM 52.

Subject to a lease for lives.

Excepting a certain Indenture of Lease, bearing date the day of 19 , whereby a certain portion of the said premises, viz.: were demised by of to of for the term of years, determinable on lives of whom are now living, at the yearly rent of payable half-yearly, at and

FORM 53.

Undertaking that Tenants shall Deliver up Peaceable Possession.

The said Vendor doth hereby undertake and agree with the said Purchaser that sufficient notices have been served upon the several tenants of the said premises to quit the possession thereof on the day of next; on which day such tenants shall and will be compelled to deliver up peaceable possession of the said premises accordingly.

FORM 54.

Possession and Adjustment of Rents, etc.

Possession of said premises shall be delivered to said Purchaser on the said day of next, and from that day all rents, taxes, or other income or charges, shall, if necessary, be apportioned between the Vendor and Purchaser; or

Possession of the said premises shall be delivered to the said Purchaser on the day of , from which time he shall be entitled to receive the rents and profits thereof: all outgoings in respect of the said premises, up to the said day of , to be discharged by the said Vendor; or

The Vendor will pay all rents, taxes, assessments, and all other outgoings for the said premises, up to the day of next.

FORM 55.

Purchaser to Buy Fixtures at Valuation.

The Purchaser shall take, and on the completion of the purchase pay for, the fixtures and fittings in the said dwellinghouse and buildings, and specified in the schedule hereto annexed, at the valuation therein mentioned.

FORM 56.

Forfeiture of Deposit and Resale on Purchaser's Default.

If the purchaser shall refuse or neglect to complete his purchase at the time hereby appointed, his deposit money shall be absolutely forfeited to the Vendor, who shall be at full liberty, at any time afterwards, to resell the property.

either by public auction or private contract; and the deficiency, if any, occasioned thereby, together with all losses, damages, and expenses of and attending the same, shall be borne and paid by the Purchaser, but any increase in price obtained at such sale shall belong to the Vendor.

FORM 57.

Liquidated Damages for Non-performance.

That for the due performance of this contract each party binds himself unto the other in the sum of dollars, which shall be recoverable as liquidated damages between them in addition to and irrespective of any other right, liability and remedy which either of them may have acquired or be subject to by virtue thereof; or

And for the due performance of the several agreements herein contained on their respective parts, each of them the said parties hereto binds himself, his heirs, executors and administrators and assigns, in the sum of dollars by way of liquidated damages, and not by way of penalty.

FORM 58.

Vendor to Retain Title Deeds, but to Give Covenant to Produce.

That such of the title deeds, writings and muniments of title relating to the said premises, as shall relate also to other property of the Vendor of equal or greater value shall be retained by him, on his entering into the usual covenant to be prepared, at his own expense, to produce the original: but such covenant shall become void if the Vendor shall afterward sell the premises retained by him, or any portion of the same, and deliver the said deeds, writings and muniments of title to the Purchaser thereof and procure such Purchaser to enter into the same or the like covenants.

FORM 59.

Purchaser of the Largest Amount in Value to Have Title Deeds.

The Purchaser of the largest amount in value shall be entitled to the title deeds, which are to be delivered over to him on the completion of the purchase, upon his entering into the usual covenant for their production: but any Purchaser, upon the completion of his purchase, shall be entitled, at his own expense, to attested copies of all or any of such deeds, but no part of such expense is to be borne by the Vendor.

FORM 60.

Agreement for Taking Possession Pending Title.

MEMORANDUM OF AGREEMENT made this day of Between hereinafter called the Vendor, and hereinafter called the Purchaser. WHEREAS the Vendor has agreed to sell and purchaser to buy all and singular (*here insert description*) by agreement in writing dated day of and whereas in said agreement the day of was fixed for the giving of possession, but certain objections to title have been raised which the vendor is attempting to remove and the purchaser is desirous of entering into possession of said premises subject to said objections.

NOW THIS AGREEMENT WITNESSETH as follows:

1. The purchaser may forthwith after the day of enter into possession of said lands without such taking of possession being deemed an acceptance of title, or a waiver of, any right of either party under said agreement.
2. In the event of the said sale not being completed on account of the Vendor being unable or unwilling to make title (to the satisfaction of the purchaser) the purchaser shall be deemed a monthly tenant of said lands at the rate of dollars per month.

In witness whereof, etc.

FORM 61.*Same by Endorsement.*

I hereby agree that the within purchaser may take possession without it being construed as an acceptance of title; provided that in the event of the sale not being completed he shall be chargeable as a monthly tenant at dollars per month.

Dated this

day of

.....
Signature of Vendor.

FORM 62.

Agreement for the Sale of Freeholds Subject to the Approval of the Court.

MEMORANDUM OF AGREEMENT made the day of
. Between A.B., of, &c. (vender), of the one part,
and C.D., of, &c. (purchaser), of the other part:

I, subject to the approval of the High Court Division of the Supreme Court of Ontario, the said A.B. (hereinafter called the vendor) agrees to sell, and the said C.D. (hereinafter called the purchaser) agrees to purchase all (*description*) (*insert usual conditions*).

The vendor shall at his own expense forthwith take and carry to completion all necessary steps and proceedings, and use his best exertions to obtain by means of an application to the court its approval of this agreement.

This agreement shall be void unless the vendor shall at his own expense, within calendar months from the date of these presents, obtain the approval by the court thereof, either in its general form and terms, or with such variations therein as shall within the like time be assented to by the vendor and purchaser.

In witness, &c.

FORM 63.

Agreement for an Exchange of Lands.

AGREEMENT made the _____ day of _____ 19____
between _____ of _____, of the first part, and
_____ of _____, of the second part.

Whereas the said party of the first part is the owner in fee simple of a certain parcel of land with the buildings thereon situate in _____ aforesaid, bounded and described as follows, namely, etc.; and whereas the said party of the second part is the owner in fee simple of certain parcels of land situate in said _____ bounded and described as follows, namely, etc.; and whereas the said parties have agreed to make an exchange by way of mutual sale and conveyance of their said respective properties, now it is agreed as follows:

That the said party of the first part shall, in consideration of the property hereby agreed to be conveyed by the said party of the second part to the said party of the first part, and of the sum of money to be paid by the said party of the second part to the said party of the first part, as hereinafter mentioned, sell and convey to the said party of the second part, the said described land of said party of the first part, with the buildings thereon, and the appurtenances thereof, in fee simple in possession, free from all incumbrances.

That the said party of the second part shall, in consideration of the property hereby agreed to be conveyed by the said party of the first part to the said party of the second part, sell and convey to the said party of the first part the said described land of said party of the second part with the appurtenances thereon, in fee simple in possession, free from all incumbrances, and shall pay to the said party of the first part the sum of money hereinafter mentioned.

The said premises belonging to the said party of the first part being considered to be of greater value than the

said premises belonging to the said party of the second part by the sum of dollars, the said party of the second part shall, upon the execution of said conveyances, pay to the said party of the first part the sum of dollars, the difference in value of the said premises.

The said exchange shall be completed on the day of , at the office of , at , when each of the said parties shall, by good and proper deeds, convey the said premises belonging to him unto the other of them, free from all incumbrances.

Each of the said parties shall be entitled to the possession and to the receipts of the rents and profits of the premises hereby agreed to be conveyed to him from the day of .

If for any cause whatever the said respective conveyances shall not be completed on or before the said day of next, interest at the rate of per cent. per annum upon the sum to be paid for equality of value as aforesaid, shall be paid by the said party of the second part from the said day of next, until the completion of said conveyances.

In witness, etc.

FORM 64.

Agreement for Partition between Tenants in Common.

Agreement made this day of , 19 ,
between of , of the one part,
and of , of the other part.

Whereas, , of , lately died intestate, possessed of certain lands, situate at and shown on the plan hereto annexed, and leaving the parties hereto his only heirs at law, and whereas said parties have now agreed to make partition thereof between them, as here-

matter mentioned, so that their respective portions may thenceforth be held in severalty; now these presents witness, that they, the said parties for themselves and their respective heirs, executors, and administrators, hereby mutually agree that they severally will, on or before the day of next, make partition of the said premises between them, and that such partition shall be carried out according to the valuation of , of , Land Surveyor; and that they will severally be bound by his decision and award, which shall be made and delivered in writing, on or before the day of next; and also that they will, on or before the day of next, execute mutual conveyances to each other, their heirs and assigns, of such part or parts of the said premises as shall be so awarded and allotted to them respectively; provided the said surveyor shall have then made his award, but if not, within days next after the making and delivery thereof; and also that in such mutual conveyances there shall be inserted a proper plan of the said premises, distinguishing by colours, quantities, and boundaries such parts of the said premises as shall have been so allotted and awarded to them respectively; and that the same shall afterwards be held and enjoyed by them respectively in severalty accordingly; and also that, in case any inequality shall happen on either side, the party having the larger portion in value shall pay to the other of them such sum as shall be awarded by the said surveyor as an equivalent thereto, which shall be paid to the other of them on the execution of such conveyances as aforesaid; and also that the costs and expenses of and attending the said survey and partition of the said conveyances (as well as of and attending the preparation and execution of these presents) and incident thereto, shall be borne by the said parties in equal moieties.

In witness, etc.

FORM 65.*Agreement by two Tenants in Common for Partition.*

(Another Form.)

One party making a cash payment to establish equality of estates.

MEMORANDUM OF AGREEMENT made the day of , between A. B. of, &c. (*one tenant in common*), of the one part, and C. D. of, &c. (*other tenant in common*), of the other part. Whereas the said parties hereto being seized of the hereditaments comprised in the two several schedules hereto as tenants in common in fee simple, have agreed to make partition thereof upon the terms hereinafter expressed. Now it is hereby agreed between the said parties hereto as follows:

1. The hereditaments comprised in the 1st schedule hereto shall, as from the day of next, be the property in severalty of the said A. B., and the hereditaments comprised in the 3rd schedule hereto, as from the same day, be the property in severalty of the said C. D.

2. Inasmuch as the hereditaments comprised in the 1st schedule hereto are of greater value than the hereditaments comprised in the 2nd schedule hereto, the said A. B. shall pay to the said C. D. such sum of money, by way of equality of partition, as shall be determined and awarded by E. F. of, &c., and G. H. of, &c., or in case of their disagreement by their umpire, to whom the same is referred accordingly, with interest for the said sum, after the rate of \$ per cent. per annum, computed from the day of next, and the said reference shall be in conformity in all respects to the provisions as to arbitration contained in the (Arbitration Act.)

3. When and so soon as the sum to be paid for equality of partition shall be ascertained and paid, with interest thereon as aforesaid, the parties hereto shall respectively execute and

AGREEMENTS

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assistance of assistance and to assist us shall be necessary
effecting the partition hereby agreed upon.

The documents of title which relate as well to the hereditaments comprised in the 1st schedule hereto, as also to the hereditaments comprised in the 2nd schedule hereto, shall be sold by the said A. B.

All the costs and expenses of and incidental to this partition, and the partition to be made in pursuance hereof shall by the said A. B. and C. D. in equal shares

12.

sum

11

The First Schedule above referred to.

The Second Schedule above referred to.

FORM 66.

Agreement Between Adjoining Landowners as to the Continuance of an Encroachment.

Agreement made _____ day of _____ 19____, between _____ of _____ party of the first part, and _____ party of the second part.

Whereas the said party of the first part is the owner of a building situated on the northerly side of _____ street, in the said city of _____, and the said party of the second part is the owner of a lot of land adjoining thereto on the easterly side thereof; and whereas by mistake a portion of the east wall of said building encroaches on the land of the said party of the second part; it is now mutually agreed as follows:—

The said encroachment of the said east wall of the building belonging to the party of the first part shall be deemed to have been made, and the continuance of the same hereafter shall be deemed to be, with the express license and consent of the said party of the second part, to the intent that the said party of the first part shall not acquire any easement or right in respect thereof.

The said party of the first part shall pull down and remove the said wall, so far as the same encroaches upon the land of the said party of the second part, within months after the said party of the second part shall have given to the said party of the first part, or to the owner or occupant for the time being of the said house, a notice in writing in that behalf, and every such notice shall be sufficient if left at the said house, although not addressed to any person by name or description.

The respective owners for the time being of the said lots of land shall have the benefit of and be bound by the agreement, and shall be deemed to be included wherever the names of the said parties hereto respectively occur.

In witness, etc.

FORM 67.

Agreement to make Future Assignment of Lease.

Memorandum of agreement made this day of 19 . Between A. hereinafter called the first party and B. hereinafter called the second party. Whereas W. X. by indenture of lease, dated the day of demised and leased unto the first party hereto, the lands hereinafter set forth to have and to hold for the period of ten years as by said indenture more full appears. Now this agreement witnesseth that the said first party in consideration, &c., doth hereby for himself his executors and administrators, covenant and agree that he the said first party before the day of shall and will, at the costs and charges of the said second party, his executors and administrators, convey, assure, assign, transfer, and grant over to the said second party, his executors and assigns, all the said recited lease, and all his estate right and interest therein and in the lands therein comprised being (*insert description*). To have and to hold to the said second party, his executors and administrators, during the residue of the said term of years and under the rents, covenants and conditions in said indenture contained.

In witness, &c.

FORM 68.

Agreement for a Mortgage.

MEMORANDUM OF AGREEMENT made this
day of A.D. 19
BETWEEN
(hereinafter called the lender) of the first part, and
(hereinafter called the borrower) of the second part, witnesseth:—

1. That the lender will advance and the borrower will borrow, upon the security hereinafter mentioned, a loan of
*
 2. The borrower shall execute a proper Mortgage deed with the usual covenants to repay principal and interest.
 3. The terms of the mortgage are to be as follows:—
 4. The security shall be first mortgage in fee simple, with good title to the property, of which the following is a description:—
 5. Preparation of the deeds shall be made at the expense of the borrower, and all other expenses to be incurred or incidental to the said loan.
- In witness whereof, etc.

FORM 69.

Agreement for Extension of Mortgage.

MEMORANDUM OF AGREEMENT made in duplicate
this day of A.D. 19, BETWEEN
(name and description of mortgagee) of the first part, and
(name and description of mortgagor) of the second part, and
wife of the said party of the second part, of
the third part.

WHEREAS the said party of the second part, by indenture dated this day of 19 , mortgaged certain lands and premises, therein mentioned, to the said party of the first part to secure repayment of dollars with interest thereon, at the rate of per cent. per annum, payable at the times and in the manner therein set forth: and the said party of the third part did join therein for the purpose of barring her dower.

And whereas there is now owing to the said party of the first part in respect of the said indenture, the sum of dollars. And whereas the said party of the second part is desirous of extending the time for payment of the said principal sum, and the said party of the first part has consigned thereto on his waiving all privileges for prepayment contained in the said mortgage and subject to conditions herein.

Now it is hereby agreed that the following redemption clause shall be substituted for that contained in said mortgage, which will be construed and read as follow:—Provided the said mortgage to be void on payment of dollars as follows:—(*insert proviso agreed upon*) together with interest upon all unpaid principal (*both before and after maturity and default*) at the rate of per cent. per annum, payable yearly, on the day of in each and every year, until the said principal sum shall be fully paid and satisfied. The first of said instalments of principal and interest to become payable on the day of 19 , and such interest to be computed from the day of 19 .

In all other respects the said mortgage shall continue in force as written. The said party of the second part covenants with the said party of the first part that he will pay the said principal sum and interest on the day and times above stated, and in default of payment of any instalment of interest, the same shall become principal and bear interest at the rate aforesaid.

The said party of the first part consents to such extension on the terms and conditions above stated, in so far as he may do so without infringing on or in any way affecting the interests of other parties in the said mortgaged premises, and the said party of the first part reserves to himself all his rights and remedies against any surety or security he may have for payment of said debt or right he may have against any third person or persons upon his original security.

In witness, etc.

FORM 70.

Agreement by Mortgagee to Postpone Sale under Power.

THIS AGREEMENT, made in duplicate the _____ day of _____ A.D. 19____, BETWEEN _____ hereinafter called the party of the first part, and _____ hereinafter called the party of the second part.

Whereas _____, by indenture of mortgage, dated the _____ day of _____, A.D. 19____, and registered in the Registry Office for the County of _____, on the _____ day of _____, A.D. 19____, did mortgage unto the lands and premises therein described for the sum of _____ dollars.

And whereas the said party of the first part is now owner of the said mortgage, and the said party of the second part is now owner of the equity of redemption in the said mortgaged premises.

And whereas by virtue of a power of sale contained in said mortgage the said party of the first part, after giving due notice of sale under the power, has now, at the request of the said party of the second part, consented to postpone such sale for a period of _____, for the purpose of enabling him, the said party of the second part, to obtain the money for paying off the said mortgage, on his entering into the stipu-

lations hereinafter contained: Now this agreement witnesseth that, in consideration of the premises and of the agreement by the party of the second part hereinafter contained, he, the said party of the first part, hereby agrees with the said party of the second part that he will not for the space of from the date hereof, sell, or proceed to offer for sale, under such power, the said mortgaged premises, but will permit the said party of the second part to enjoy the same during such period of extension.

The said party of the second part, in consideration of such forbearance, hereby agrees that, in case of default of payment of the principal or interest of said mortgage at the expiration of such extended time of payment, he will not in any way hinder or attempt to prevent the sale of the said premises by the said mortgagee, under the power of sale contained in said mortgage. And the said party of the second part hereby further agrees that such sale may be held without any further notice to him, the said party of the second part, his heirs or assigns, hereby waiving any irregularities in the aforementioned notice already given. And the said party of the second part further agrees that, upon request, he will execute a good and sufficient conveyance of the mortgaged premises to the said mortgagee, his heirs or assigns, or to such person or persons as he or they may direct; and that he will make such conveyance without a previous sale in confirmation thereof; and in the event of a conveyance in pursuance of this agreement, he will deliver up peaceable possession of the said premises to the purchaser at such sale, or to the grantee under such conveyance.

And the said party of the second part further agrees that, during the period of extension hereby allowed, he will not do or suffer any act to be done which may injure the said premises, but will keep the same in all respects in good repair and condition.

In witness, etc.

FORM 71.

Agreement to Cultivate Land on Shares.

THIS AGREEMENT, made the _____ day of _____
BETWEEN A. B., of _____, and C. D., of _____
witnesseth:—

That the said A. B. agrees that he will break up, properly
_____ and sow with wheat, all that field belonging to the said
C. D., lying immediately north of the dwellinghouse and gar-
den of the said C. D., in the town of _____, afore-said,
and containing twenty acres or thereabouts, on or before the
twenty-fifth of September next.

That, when the said crop, to be sown as afore-said, shall
be in fit condition, he will cut, harvest, and safely house it
in the barn or barns of the said C. D., and that he will pro-
perly thresh and clean the same, and deliver one-half of the
wheat, being the produce thereof, to the said C. D., at the
granary near his dwellinghouse, as afore-said, on or before
the _____ day of _____, in the year 19 _____.

It is understood between the parties, that one-half of the
seed wheat is to be found by the said C. D.; that the said
A. B. is to perform all the work and labour necessary in the
premises, or cause it to be done; and that the straw is to be
equally divided between the parties, within ten days after the
crop of wheat shall have been threshed, as afore-said.

Signed, etc.

FORM 72.

Agreement for Sale of Standing Timber.

This Indenture, made the _____ day of _____ A.D.
19 _____, between _____ of the _____ of
in the county of _____ and Province of Ontario,
of the first part; and _____ of the _____ of
in the county of _____ in the province afore-said
of the second part, as follows:—

The said party of the first part, for and in consideration
of the payments hereinafter mentioned to be made to him,

hereby grants, bargains, sells, and assigns to the said party of the second part, his heirs, executors, administrators and assigns, all the standing trees and timber now standing growing, lying, or being in and upon that certain parcel of land and premises, situate, lying and being in the township of in the county of and province of Ontario, containing by admeasurement acres, be the same more or less, and being composed of

To have and to hold the said trees and timber to the said party of the second part, his heirs, executors, administrators and assigns, to and for his and their sole and only use. The said party of the second part, his agents, servants, and workmen with or without horses, carts, waggons, or sleighs, shall at all times within years from the date hereof, have full liberty to enter into and upon the said lands, and to fell the said trees and timber in such manner as he or they shall think fit, and cut and convert the same into such convenient logs, bundles or stacks as he or they shall think proper, with full liberty to bring horses, cattle, waggons, trucks, carts, and sleighs in and upon the said lands for the purpose of removing the said trees and timber, at such times and in such manner, as he or they may think proper.

The said party of the second part hereby agrees to and with the party of the first part to pay to him for the said trees and timber, so being upon the said land, the sum of in manner following:—

And the said party of the first part, for himself, his heirs, executors and administrators, covenants, promises, and agrees to and with the party of the second part, his heirs, executors, administrators, and assigns, that he has a good title in fee simple to the said lands, and good right, full power and absolute authority to sell and dispose of the said timber and trees, and that they are free from all incumbrances of any kind whatsoever.

In witness, etc.

Signed, sealed, etc.

FORM 73.

Another Form.

This Indenture, made in duplicate this _____ day of _____ A.D. 19____, in pursuance of the Act respecting short forms of conveyances, between _____ of the _____ in the county of _____, and _____ his wife, of the first part; and _____ of the second part.

Witnesseth that the said part _____ of the first part for and in consideration of the sum of _____ dollars, of which _____ dollars are now paid to _____ by the said part _____ of the second part (*the receipt whereof is hereby by him acknowledged*), and the balance is to be paid as hereinafter set out, do hereby grant, bargain, sell, and assign unto the said part _____ of the second part _____ heirs and assigns all the pine _____ timber now standing, growing or being in or upon all and singular that certain parcel or tract of land and premises situate lying and being in the township of _____ in the county of _____ and more fully described as follows:—

To have and to hold the same unto the said part _____ of the second part _____ heirs and assigns for ever Together with full power, liberty, right, and authority for the said part _____ of the second part _____ servants, workmen, and agents, from time to time, and at all reasonable times hereafter during the term of _____ years to fell, cut down, grub up, saw, dress, hew and work up the said timber. And together with full and free ingress, egress, and regress for the said part _____ of the second part _____ their servants, workmen, and agents, with or without horses, oxen, waggons, carts, sledges, trucks and teams to enter into and upon and over the said lands and premises for the purposes aforesaid, and also for the purpose of taking and carrying away the said timber, with liberty also to make all such roads as may from time to time be necessary for getting out and removing the said timber; and for that purpose to cut, fell, hew, and remove such trees, logs and brush as may be deemed necessary.

And the said part of the first part, hereby for heirs, executors and administrators covenant with the said part of the second part executors, administrators and assigns that ha the right to convey the said timber to the said part of the second part. And that the said part of the second part shall have quiet possession of the said timber free from all incumbrances, and that will execute such further assurances of the said timber as may be requisite, and that ha done no act to encumber the said timber.

And the said part of the first part hereby release to the said part of the second part all claims upon the said lands in so far as the same may affect the said timber.

And the said part of the second part for heirs, executors, and administrators, covenant with the said part of the first part executors, administrators, and assigns, that will pay the said part of the first part executors, administrators or assigns, the said sum of dollars, as follows, that is to say:

In witness, etc.

Signed, sealed, etc.

FORM 74.

Agreement that Purchaser may Retain part of Purchase-money until a Defect in the Title is Removed.

Agreement made this day of , between
of , hereinafter called the
vendor. and , of , here-
inafter called the purchaser. Whereas by a contract, bearing

date, the day of last, the said vendor agreed to sell, and the said purchaser agreed to purchase, for the sum of dollars, the parcel of land in said contract described; and whereas, in the course of investigating the title it is found that there is an undischarged mortgage upon the said premises, and that the amount due upon the said mortgage is in dispute, so that it cannot be immediately discharged, but the said purchaser has agreed to complete the said purchase immediately, on being allowed to retain the sum of dollars out of the purchase-money until the said mortgage shall be discharged.

Now these presents witness that, in pursuance of such arrangement, he the said purchaser, hereby agrees to pay the residue of the said purchase-money, and to complete the said purchase whenever the said vendor shall cause said mortgage to be discharged, and until such time to pay interest on the said sum retained out of the purchase-money at the rate of per cent. per annum.

And it is hereby mutually agreed that in case the said vendor shall be unable or shall neglect to procure a discharge of said mortgage within calendar months from the date hereof, the said sum of dollars so retained as aforesaid out of the purchase-money shall be absolutely forfeited and shall belong to the said purchaser, who shall be at liberty to retain the same to apply to the payment of said mortgage so far as required, and as liquidated damages in respect of the said defect of title; and thereupon the said purchaser shall be no longer liable to pay or account for said sum, but shall be absolutely discharged therefrom; and the said vendor shall be discharged from all obligations to procure a discharge of the said mortgage.

In witness, etc.

FORMS*Agreement for a Lease.*

Agreement made the day of 19 , between A. B. of in the (*hereinafter called the landlord*) of the one part, and C. D., of , in the (*hereinafter called the tenant*) of the other part. Witnesseth that the landlord agrees to grant, and the tenant agrees to accept a lease of all and singular (*describe the parcel*), for 21 years, to commence from the day of 19 , determinable at the end of the first, 3, 7 or 14 years, at the option of the tenant, to be signified by not less than six calendar months' notice in writing to the landlord, at the yearly rent of \$ clear of all existing and future rates, taxes and assessments.

The said net rent shall be paid half-yearly on the days of and , the first of such half-yearly payments to be made on the day of 19 .

The lease shall contain the following covenants by the tenant: To pay net rent as aforesaid; to keep the premises with the fixtures in good repair, damage by fire, tempest or external explosions excepted; to yield up the premises with the said fixtures in good repair at the end of the term (reasonable wear and tear and such damage as aforesaid excepted); to use the premises as a private dwelling house only; not to assign or sublet the premises without the written consent of the landlord, provided always, and it is hereby expressly agreed, that such consent shall be granted free of charge, and not be unreasonably withheld.

The lease shall contain the following covenants by the landlord: the usual qualified covenant for quiet enjoyment, a covenant to insure and keep insured the premises against fire to the amount of \$ at the least; and to rebuild within six months in case of fire.

The lease shall contain the following proviso: a proviso for re-entry by the landlord in any of the following cases; on

non-payment of rent within days after demand in writing thereof; on the tenant assigning for the benefit of his creditors; on (here add other events to which it is intended that an absolute provision for re-entry shall apply.)

And it is further agreed that the landlord shall forthwith put the premises into complete tenantable repair.

Signed, etc.

FORM 76.

Agreement to Execute a Lease After the Erection of Buildings.

This agreement, made this day of , in the year one thousand nine hundred and , between A. B., and C. D., both of the city of and the province of

Witnesseth, that the said A. B. has agreed, so soon after the said C. D. shall have erected the building hereinafter described, upon a lot of ground owned by the said A. B. in fee simple in said city, also hereinafter described, to execute and deliver to the said C. D. a sufficient lease for ninety-nine years, renewable forever, reserving a rent of \$ payable in equal semi-annual payments of \$ each, accounting from the day of in the year nineteen hundred and , with covenants and conditions in common use in leases for ninety-nine years, renewable forever, in the said city, of all that lot of ground situated and lying in said city of and thus described: that is to say: (*full description of the property agreed to be leased*).

And this agreement further witnesseth that in consideration of the premises, the said C. D. hereby agrees to erect on the said lot, in a good, substantial and workmanlike manner, a story brick building, feet front and deep, with a mansard roof and back-building, etc., to be completed on or before the day of in the year nineteen hundred and .

Witness our hands and seals, the day and year first above written.

A. B. (Seal).

C. D. (Seal).

FORM 77.*Agreement for Tenancy of House.*

Memorandum of agreement entered into this day
of A.D. 19 , between of the one
part, and of the other part.

Whereby the said agrees to let, and the said
agrees to take, all that messuage or tenement
and premises with the appurtenances:

To hold for the term of years, to commence from
the day of , 19 , at the clear yearly rent
of payable quarterly, free from any deduction
in respect of taxes, rates or impositions, the first quarterly pay-
ment to be made on the day of next. And
the said agrees to pay the said rent on the
days of in each year, free from deduction as afore-
said, and that he will not do, commit or permit on the said
premises any waste or damage or anything which may be or
become a nuisance or annoyance to any of the tenants or
premises adjoining, and that on the expiration or determina-
tion of the tenancy hereby created, he the said will quietly
deliver up the said premises to the said in as good
repair and condition as the same now are in (reasonable wear
excepted), and also that in the event of any one quarter's rent
or any part thereof being in arrear and unpaid for one week
after it shall have become due and payable by virtue of this
agreement, and no sufficient distress can be had or levied for
the amount so due, or in the event of the said premises being
untenanted in the usual and ordinary acceptance of such term,
or if the said premises or any part thereof shall be let to dis-
orderly or disreputable persons, then, and in such case, it
shall and may be lawful for the said and any
other person entitled to the said premises to enter into and
take possession of the same and expel the said,
therefrom without bringing any ejectment or other proceeding
at law for the recovery of such possession, and that thence-

forth this agreement shall as to everything (except the recovery of any arrears of rent or damages then due or incurred) be utterly void, and the interest of the said absolutely perfected and the said shall be barred and precluded from commencing or maintaining any action of trespass or otherwise by reason of such possession being taken as aforesaid. And I hereby further agreed (unless the tenancy be determined) have been previously determined) the said may hold, occupy and enjoy the said premises from quarter to quarter at the rent and upon and subject to the terms and stipulations hereinbefore mentioned, for so long a time as the said and shall agree, and that after the expiration of the said term of years each of the said parties shall be at liberty to determine the said tenancy by giving to the other a quarter's notice, in writing, expiring on one of the said quarterly days.

In witness, etc.

Signed, sealed, etc.

FORM 78.

Agreement for Yearly Tenancy of a House.

An agreement made this day of
A.D. 19 , between A. B. and C. D.
1. The said A. B. lets, and the said C. D. takes, the
house number in street, with the
appurtenances, from the day of 19 .
from year to year, at the yearly rent of , pay-
able quarterly on the usual quarter days.

2. The said C. D. will not assign or sub-let, or part with the possession of the premises, nor let any portion thereof as lodgings, nor use the same save as a dwellinghouse.

3. The said C. D. when the tenancy ends, shall deliver up the premises in good order and repair, reasonable wear and unavoidable accidents excepted.

Signed, etc.

FORM 79.*Agreement for Tenancy.*
(ONTARIO).

I hereby rent from191
house occupied, to present tenant vacating, as a tenant, from
 day of Street.
 at a monthly rental of Dollars, to become due and
 payable in advance on the day of each and every
 month during my tenancy.

I am the sole owner of all goods and chattels that are to
 be brought upon the premises, and the same are free from
 any mortgage, lien, or other charge or encumbrance.

I agree to keep the said house and premises, including the
 taps, water connections, etc., in a good state of repair, and
 when giving up possession to leave same in a clean state,
 making good all damage done to windows, doors, walls, or
 any part of demised premises. I also agree not to assign or
 sublet the same or any part thereof or make any alterations,
 without the written consent of the owner or agent, and will
 not carry on any business or calling that may be deemed
 a nuisance, and I agree to clean the sheds and out houses
 when notified by the Commissioner or Inspector so to do, and
 also before leaving to give a month's notice as required by
 law, in writing, and I agree to put a notice "To Let" in the
 window of the premises a month previous thereto, and allow
 persons bearing an order from the owner or his agent to in-
 spect the premises on any week day, and I hereby waive and
 renounce the benefit of Section 30 of Chapter 37, 1 George
 V. (Statutes of Ontario), entitled "An Act respecting Land-
 lord and Tenant," or any other section of said Act, or any
 amendment to said section or sections, or any revision of said
 statutes which may hereafter come into force by Act of Par-
 liament, and I agree that notwithstanding the said Act, the
 Lessor may seize upon and sell all my goods and chattels, or

such part thereof as may be necessary, for payment of Rent and Costs, as might have been done if the said Act had not been passed. And the Lessor may seize all or any of my goods and chattels for rent in arrear in case I leave the premises, and that said Lessor may seize said goods and chattels at any place that I may have removed them to whether on or off the premises, and that the said Lessor shall also be entitled to all costs which may be incurred in the premises, including costs as between solicitor and client incurred in collecting arrears of rent, or otherwise howsoever.

The tenant hereby agrees to pay the water and gas rates.

Witness:

.....

FORM 80.

Agreement Tenancy.

(Another Form.)

I hereby agree to rent from _____ the house and premises
for _____ from _____ Street in the city of _____
known as number _____ dollars to become due
at the monthly rent of _____ on the _____ day
and payable monthly in advance, during said term. I agree to keep
of each and every month during said term. I agree to keep
the said house and premises, including the water taps and
connections, in a good state of repair (*reasonable wear and
tear excepted*), and when giving up possession to leave the
same in a clean state making good all damage done to
windows (*including plate and overmantle glass*) doors, walls
or any part of said premises. I also agree not to assign or
sub-let the same or any part thereof, or make any alteration,
without the written consent of the owner or agent, and will
not carry on any business or calling that may be deemed a

nuisance, and I agree to clean the sheds and outhouses when notified by the Commissioner or Inspector so to do, and also when leaving to give _____ month's previous notice in writing, and when such is given I agree to put a notice "To Let" or "For Sale" in the window of the premises. I also agree to waive and renounce the benefit of the Act of the Legislature of Ontario, Section 30 of Chapter 37, 1 Geo. V. (Statutes of Ontario), entitled "An Act respecting Landlord and Tenant," and I agree notwithstanding the said Act, the Lessor may seize upon and sell all my goods and chattels, or such part thereof as may be necessary, for payment of rent and costs, as might have been done if the said Act had not been passed. And I hereby agree that you may seize all or any of my goods and chattels for rent in arrear in case I leave the premises and that you may seize said goods and chattels at any place that I may have removed them to, whether on or off the premises.

Witness:

FORM 81.

Agreement for Letting a House for Three Years, with usual Stipulations.

Memorandum of agreement made this _____ day of _____, between A. B., of _____ (landlord) of the one part, and C. D., of _____ (tenant), of the other part.

1. The said A. B. agrees to take, from the _____ day of _____ for the term of three years, all etc. (*describe the property*), at the yearly rent of _____ dollars, payable by four equal quarterly payments, on the _____ day of _____, the _____ day of _____, the _____ day of _____, and the _____ day of _____, in every year; the first payment to be made on the _____ day of _____ next.

2. The said C. D. agrees to pay the said rent at the several days and times as aforesaid.

3. Also, to pay the rates, taxes and all outgoings of every kind and description, whether local or parliamentary, which, during the said term shall be charged, assessed or imposed upon the said premises, or the landlord or tenant in respect thereof.

4. Also, to keep the glass of the windows and all internal parts of the said premises in repair, and so leave the same at the end of the said term, accidents by fire, flood or tempest only excepted.

5. And also shall not assign, underlet or part with the possession of the said premises without the consent in writing of the said A. B., nor use the same other than and except as a private dwelling house.

6. And the said A. B. agrees to keep all the external parts of the said premises in good repair.

7. And it is hereby mutually agreed between the said A. B. and C. D. that a lease, pursuant to the above terms, and containing a covenant for payment of the rent on the several days herein before mentioned, and all other usual clauses, covenants, conditions and agreements, shall be at any time prepared and executed by the said A. B. at the request and cost of the said C. D., and shall also contain a proviso, that if the said rent shall be unpaid twenty days after any or either of the said days of payment, or if the said C. D. shall make default in performing any of the covenants, conditions and agreements to be contained in the said lease, on his part to be observed and performed, it shall be lawful for the said A. B. to re-enter and determine the tenancy of the said C. D.

8. Also, that the said term hereby agreed to be granted shall, at the option of the said A. B., determine, and the said A. B. have an immediate right of entry, in case the said C. D. shall assign, or part with the possession of the said premises, without such license as aforesaid, or in case the said C. D. shall make an assignment for the benefit of his creditors, or shall permit any writ of execution to be levied upon his goods.

9. Provided always that this instrument shall not operate as a lease or present demise of the said premises or any part thereof, but as an agreement for a lease.

As witness, etc.

Signed, etc.

FORM 82.

Agreement for Letting Unfurnished Lodging.

An agreement made this day of
A.D. 19 , between A. B. and C. D.

The said A. B. lets, and the said C. D. takes, the two rooms on the first floor of the house No. in street, for a week, at the rent of , and so on from week to week, until the tenancy is ended by a week's notice in writing.

In witness, etc.

Signed, etc.

FORM 83.

Agreement for Letting a Furnished Lodging.

An agreement made this day of
A.D. 19 , between A. B. and C. D.

1. A. B. lets to C. D. the rooms on the first floor of the house No. in street, ready furnished, from the day of 19 , and agrees to supply customary attendance, together with the use of suitable linen, plate, china, and glass, for a week at the rent of per week, and so on from week to week till the tenancy is ended by a week's notice in writing on either side.

2. The said C. D. takes the said rooms with such attendance and use at the rent aforesaid, and agrees that if he shall damage the said rooms, or any articles used or being therein, he will restore them to their present condition or replace them (*damage by reasonable wear and tear excepted*).

In witness, etc.

Signed, etc.

FORM 84.

Agreement for Letting a Furnished House.

An agreement made this day of
A.D. 19 , between A. B. and C. D.

1. The said A. B. lets, and the said C. D. takes, the house
No. in street, with the appurtenances
and the furniture and effects therein, for a month from the
day of 19 , at the rent of per month and so on,
from month to month, till the tenancy is determined by a
month's notice in writing on either side.
2. If the said C. D., his family, or servants, shall damage
the said house, or any of the said furniture and effects, he
shall restore them to their present condition, or replace them
(*damage by reasonable wear and tear excepted*).
3. The said A. B. is to defray all outgoings in respect of
the said premises.
4. The said A. B. or his agents may enter upon, and in-
spect the premises during the tenancy, on the first day of
every month; but if the same falls on a Sunday, or public
holiday, then on the first day thereafter.
5. If the said C. D. continues the tenancy from the
day of 19 , he shall pay thenceforth
rent per month.

In witness, etc.

Signed, etc.

FORM 85.

Agreement Between a Widow and a Trust Company. Company to pay off or Assume Incumbrances on the Property, and to Develop Same as a Building Estate.

Agreement made this day of 19 .
 BETWEEN :
 , of the town of in the county of ,
 widow, of the first part,
 —and—
 Trust Company, Limited, of the second part.

WHEREAS, the party of the first part is the owner of the property in the town of (*description of property*), (*described in the Schedule attached hereto*), subject to the mortgage thereon hereinafter referred to, and, being desirous of making sale thereof, has agreed to appoint the party of the second part her agent, and, for the purpose of defining the terms of the said agency and the agreement between the parties hereto in respect to the said lands, this agreement is entered into,

NOW THEREFORE THIS AGREEMENT WITNESSETH, and the parties hereto agree with each other as follows:—

(1) The party of the first part hereby appoints the party of the second part, her exclusive agent for the sale of her said property upon the terms and conditions hereinafter fully set out, the term of the said agency being two years from the date hereof, if the whole of the said property shall not be sold prior to the expiration of the said term, and the party of the second part hereby accepts the said agency, and agrees to use continuously its best skill and effort, in endeavouring to make sale of the whole of the said property during the continuance of the said agency.

(2) There now exists upon the said property a mortgage for \$25,000 with accrued interest thereon, which will fall due shortly, and the party of the second part agrees to pay off the said mortgage, and either to take an assignment thereof or to accept from the party of the first part, a new mortgage, which the party of the first part agrees to give upon the said lands as security for repayment to the party of the second part of the said advances, and the party of the second part further agrees to advance from time to time, as may be necessary for the purpose of making plans and surveys of the said property, and getting the same authorized and approved, and grading streets, putting in improvements, planting shade trees, paying taxes on the said property, including payment of the amount of the taxes for 19 . . . paying insurance premiums and paying for such other expenditures as shall be necessary from time to time in the event of the proceeds of sales of the said lands being insufficient from time to time to make such payments, but said advances, including said mortgage, not to exceed \$35,000 in all. It is further understood that the party of the second part will not expend in connection with the development or improvement of the property, a sum exceeding \$200 for any single contract without first obtaining the written approval of the party of the first part.

(3) The said mortgage is to be in form, satisfactory to the party of the second part, and is to be for a term of three years, is to bear interest at six per cent per annum, payable half-yearly on the 1st of January and the 1st of July, 19 . . . and it is to be provided that the next proceeds of sales of said lands shall be applied, after establishing a reserve of \$1,000, which the party of the second part is to retain until the final settlement, in repayment to the party of the second part of the advances made by it, as hereinbefore provided for, and of the interest and principal secured by the said mortgage, and if any balance shall still remain owing to the party of the second part under the said mortgage at the termination of the

agency such balance shall be paid within six months thereafter. It is also to be provided in the said mortgage that the party of the second part will give partial discharges from the mortgage of lands sold from time to time so as to enable the party of the first part to make conveyance thereof in accordance with the terms of the several agreements of sale.

(4) The party of the second part agrees to advertise the property for sale in publications of general circulation, and by such other means as it may have deemed advisable, but the cost of such advertising shall be paid by the party of the second part, and shall not be charged against the said property or the party of the first part, the same being taken into account, and deemed to be included in the charge of the party of the second part for management and commissions, as hereinafter set out.

(5) The party of the second part will endeavour to sell the said property en bloc for a sum not less than \$200,000, before the 1st day of February, 19 . In the event of the property not being sold en bloc, on or before the said date, at the said minimum price, the party of the second part shall prepare a plan for subdividing the said property for sale in separate parcels or lots, which shall be submitted to the party of the first part for approval, and the party of the second part shall apply to the several bodies legally authorized to do so to approve the same.

(6) In the event of such subdivision, the house and stable, and, approximately, four acres of land, shall be offered for sale separately at a minimum price of \$75,000.

(7) All sales shall be made subject to the covenants that run with the land, and a building restriction shall be enforced, allowing not more than one residence on each fifty feet of frontage, and providing that no house shall have any portion of it nearer than twenty feet to the street line except in special cases, which may be agreed upon hereafter, and that no stable or garage shall be nearer than seventy-five feet to

the street line except in special cases, which may be agreed upon hereafter, and that each parcel sold shall be used strictly for residential purposes only.

(8) The regular sale-price of lots shall be according to the price-list hereto attached, which price may, in special cases or for special reasons, be reduced not more than twenty per cent., according to the judgment of the party of the second part, this reduced price being permitted confidentially to the party of the second part, to be used in its discretion, as above provided, it being also understood that with the concurrence of both parties a further reduction may be made to induce early building on selected lots.

(9) All inquiries received by the party of the first part as to prices and terms of sale, are to be referred by her to the party of the second part.

(10) The terms of sales shall not be less than twenty per cent. down, the balance to be paid within six months from the date of contract of sale, or not less than twenty-five per cent. down, and the balance to be paid in half yearly instalments covering a period of five years, and in all cases a privilege shall be given to the purchaser to pay off the whole balance with interest on any day, or at the discretion of the party of the second part, on any other date on which the purchaser may desire to make payment.

(11) The contracts of sale shall provide that purchasers shall pay interest on unpaid purchase money, at six per cent. per annum, payable half yearly, and the party of the second part shall have the right, if it sees fit so to do, to extend the time for payment of interest or principal should the circumstances make this advisable in the interest of the party of the first part or of the agency, provided, however, that no extension for a longer period than one year without the consent in writing of the party of the first part shall be made.

(12) The party of the second part shall keep a correct account of all receipts and disbursements and render to the

party of the first part a statement of same quarterly, namely on the 1st days of January, April, July and October in each year, and such sums as may be at the credit of the estates in excess of the above-mentioned reserve of \$1,000, shall be credited to the account of the disbursements above authorized, and the said mortgage, until the same are paid in full with interest; the said \$1,000 reserve shall be held by the company without interest, as a contingent fund from which to pay current expenses, including fees for management and commissions on sales and collections until the final settlement, when any balance in excess of all charges shall be paid over to the party of the first part.

(13) The fees for management shall be \$300 in all, the same to be paid in quarterly instalments of \$75 each, on the 1st days of April, July, and October, 19 , and the 1st day of January, 19 . The commission on sales payable to the party of the second part, shall be two and a half per cent. on the gross amount of each sale and shall be payable out of the cash or down payment on each contract, but if a sale, shall during the continuance of this agency, or within nine months of the making of any contract of the sale, being cancelled for any reason, one-half the sales commission so charged shall be credited back and repaid to the party of the first part. The commissions on the collection to the party of the second part shall be five per cent. on all deferred payments collected by the party of the second part during the continuance of this agreement, and shall be payable at the time of the collections respectively. The said fees of the commissions are to be the full remuneration for all the services of the party of the second part, including advertising for all disbursements except those referred to in the second paragraph thereof.

(14) The party of the first part is to have the free occupancy and use of all the property unsold under this agreement, but is at all reasonable times to permit inspection of the said property, including the residence, by prospective purchasers, who shall be accompanied by an employee of the party

AGREEMENTS.

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of the second part and the party of the first part agrees to assist the party of the second part in any reasonable or proper way in the sale of the property at all times, and shall promptly execute all such documents as may be necessary for the prompt and successful management and disposal of the property, including the signing of the plans thereof for registration.

IN WITNESS WHEREOF the said parties hereto have hereunto set their hands and seals this day of
A.D. 19

Signed, sealed, etc.

Schedule.

That certain parcel of land registered under the Land Titles Act as, (*description*).

FIRST EXCEPTION (*description*).

SECOND EXCEPTION (*description*).

THIRD EXCEPTION (*description*).

FORM 86.

BUILDING CONTRACTS.

Agreement with a Builder for Erecting a House or other Building.

THIS AGREEMENT, made this day of
19 , by A. B. hereinafter styled the owner, and C. D., hereinafter styled the contractor, both of the city of
in the province of

Witnesseth that the said C. D. does hereby covenant, promise, and agree with the said A. B. that he, the said C. D. shall, for the consideration hereinafter mentioned, on or before the day of 19 , well and sufficiently erect and finish a brick and stone building upon that certain lot at the north-east corner of and streets, in said city of , said building to have a frontage

of forty feet on street, and feet on
 street, conformably to the drawings and speci-
 fications made by D. F., and signed by the parties and here-
 unto annexed, within the time aforesaid, in a good workman-
 like and substantial manner, to the satisfaction and under the
 direction of the said D. F., to be testified by a written certifi-
 cate under the hand of the said D. F., and shall and will find
 and provide such good, proper, and sufficient materials, of all
 kinds whatsoever, as shall be proper and sufficient for com-
 pleting and finishing all the foundations, walls, ceilings, floors,
 roofings and other works of said building mentioned in the
 plans and specifications, for the sum of dollars.

And the said A. B. does hereby promise and agree with and
 to the said C. D. that he, the said A. B., shall and will, in
 consideration of the covenants and agreements being strictly
 performed and kept by the said C. D. as specified, well and
 truly pay, or cause to be paid, unto the said C. D. the sum
 of dollars in the following manner:

dollars when the masons' work is completed;	dollars
when all the plaster work has been done;	dollars
when all the windows are in, and the balance of	
dollars upon the expiration of thirty days after the completion	

and acceptance of the building. Provided, that in each of the
 said cases certificate be obtained and signed by the said D. F.,
 architect, that the work, upon completion of which said pay-
 ments are respectively to be made as aforesaid, has been done
 in a good, workmanlike, and substantial manner, and in ac-
 cordance and compliance with this contract and said draw-
 ings and specifications.

And it is hereby further agreed by and between the said
 parties:—

That specifications and drawings are intended to co-
 operate, so that any work exhibited in the drawings and not
 mentioned in the specifications, or vice versa, is to be executed
 the same as if it were mentioned in the specifications, and set
 forth in the drawings to be the true meaning and intention of
 the said drawings and specifications.

The contractor, at his own proper costs and charges, is to provide all manner of materials and labour, scaffolding, implements, moulds, models, and cartage of every description for the due performance of the several erections.

Should the owner, at any time during the progress of said building, request any alterations, deviations, additions, or omissions to or from the said contract, specifications, or plans, he shall be at liberty to have such changes made, and the same shall in no way affect or make void the contract, but the costs of such changes will be added to or deducted from the amount of the said contract-price, as the case may be, by a fair and reasonable valuation.

Should the contractor, at any time during the progress of said works, refuse or neglect to supply a sufficiency of materials or workmen, the owner shall have power to provide materials and workmen (after three days notice, in writing, being given to finish the said works, and the expense will be deducted from the said contract-price.

Should any dispute arise respecting the true construction or meaning of the drawings or specifications, the same shall be decided by R. B., also an architect, and his decision shall be final and conclusive; but should any dispute arise respecting the true value of the extra work, or work omitted, the same shall be valued by two competent persons, one employed by the owner and the other by the contractor, and in case they cannot agree, these two shall have power to name an umpire, whose decision shall be binding on all parties.

The owner shall not, in any manner, be liable or accountable for any loss or damage that may or may happen to the said works, or any part or parts thereof, respectively, or for any materials or other things used and employed in finishing and completing the same (loss or damage by fire excepted).

In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.

In the presence of

FORM 87.

Agreement with Contractor for Work according to Specification.

This agreement, made the _____ day of _____ A.D. 19____ BETWEEN _____, witnesseth that the said party of the first part, in consideration of _____ dollars of lawful money of Canada, to be paid to _____ therefor, do hereby for _____ heirs, executors and administrators, covenant and agree with the said part _____ of the second part, _____ executors, administrators and assigns, that, _____ the said part _____ of the first part _____, heirs, executors and administrators, shall and will execute and perform all the _____ of every kind required in the erection and finishing of _____ which said works are represented and specified in certain plans and specifications prepared therefor, and signed by _____ architect, and the said part _____ of the first part, which said plans and specifications are hereby expressly declared to be incorporated in and to form part of this indenture as if the same had been embodied therein, and the said works shall in all things be performed according to the same plans and specifications after the manner therein set forth and explained, and shall be _____ in all things to the entire satisfaction of the said _____ or _____ as architect, in charge of the said works, under a penalty of _____ as liquidated damages for every _____ beyond the said time, the said works shall remain incomplete, and that the said part _____ of the first part _____, heirs, executors and administrators, and every one of _____ workmen, agents and servants, shall in all things concerning the performance of the said works, obey, abide by and keep all the several conditions set forth in the said specifications, and particularly in that portion of said specifications entitled conditions, and numbered from one to _____ inclusive. And it is hereby expressly declared and agreed by and between the said parties of the first and second

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parts that all detailed drawings and specifications to be furnished by the architect during the progress of the work, as mentioned in the specification hereinbefore mentioned, shall be equally considered as incorporated in and forming part of this indenture, as if the same had been embodied therein. And the said parties of the first and second parts, do hereby interchangeably covenant and agree, the one with the other of them, that all differences or disputes which shall or may during the continuance of this contract arise as to the meaning or intention of any part of the plans, drawings or specifications already or hereafter to be provided, or which shall or may in anywise arise or caused between the said parties by reason of this contract during the continuance thereof, when and so often as the same shall happen shall be referred to the award, order and determination of said or other
as architect in charge of
hand
referred shall be final.
person who may succeed
the said works, whose award in writing under
concerning all matters so to

In witness, etc.
Signed, sealed, etc.

FORM 88.

A Concise Form.

THIS AGREEMENT for building, made the day of
A.D. 19 , (occupation)
of the first part, and C. D., of , (occupation) of
the second part, witnesseth:—
That the said C. D. covenants and agrees with the said A.
B. to make, erect, build, and finish, in a good, substantial and
workmanlike manner, on lot plan
the property of the said A. B., situate on the side of
street, in the a dwelling house, agree-

ably to the draft, plan and specification hereunto annexed, of good, substantial materials, by the day of next.

And the said A. B. covenants and agrees to pay unto the said C. D., for the same the sum of dollars, lawful money of Canada as follows: the sum of dollars in days from the date hereof, the sum of dollars when the said dwelling house shall be completely finished, and the sum of dollars thirty days after the said dwelling house shall be completely finished. And for the true and faithful performance of all and every of the covenants and agreements above mentioned, the parties to these presents bind themselves each unto the other, in the sum of dollars, as liquidated damages, and not by way of penalty.

In witness whereof, etc.

FORM 89.

Another Form, Owner Furnishing the Material.

THIS AGREEMENT, made the day of 19 , BETWEEN , witnesseth that it hath been agreed by and between A. B., of , and C. D., of , in manner and form following, that is to say:

The said C. D. for the consideration hereinafter mentioned, doth for himself, his executors and administrators, promise and agree to and with the said A. B., his executors, administrators, and assigns, that he, the said C. D., or his assigns, shall and will, within the space of next after the date hereof, in good and workmanlike manner and according to the best of his art and skill, at , well and substantially erect, build, set up, and finish one house,

according to the draft or scheme hereunto annexed, of the dimensions following, viz., etc., and to compose the same with such stone, brick, timber, and other materials as the said A. B., or his assigns, shall find and provide for the same; in consideration whereof, the said A. B. doth for himself, his executors and administrators, promise and agree to and with the said C. D., his executors, administrators and assigns, well and truly to pay or cause to be paid, unto the said C. D., or his assigns, the sum of _____ in manner following, that is to say, the sum of _____, part thereof, at the beginning of the said work; the sum of _____ more, another part thereof, on the expiration of thirty days after the same shall be completely finished; and also that he, the said A. B., his executors, administrators, or assigns, shall and will, at his and their own proper expense, find and provide all the stone, brick, tile, timber and other materials necessary for making and building the said house. And for the performance of all and every the articles and agreements above mentioned, the said A. B. and C. D. do hereby bind themselves, their executors, etc., each to the other, in the usual penal sum of _____ firmly by these presents.

In witness whereof, etc.

• **FORM 90.**

Building Contract.

(Another Form.)

THIS AGREEMENT, made the tenth day of January, 1912, by and between the A. B. Company, Limited (of Canada), party of the first part (*hereinafter designated the contractor*), and The Yeoman's Bank, Limited (of Canada), party of the second part (*hereinafter designated the owner*):

WITNESSETH that the contractor in consideration of the agreements herein made by the owner agrees with the said owner as follows:—

ARTICLE ONE. The contractor shall and will provide all the materials and perform all the work necessary to erect complete the building in the city of _____, Manitoba, on the north-east corner of King and Oxford Streets, as shown on the drawings and described in the specifications prepared by Mr. John D. Smith, architect, which drawings and specifications are identified by the signature of William Brown, local manager for the contract in the city of _____, and hereby become part of this contract.

ARTICLE TWO. It is understood and agreed by and between the parties hereto that the work included in this contract is to be done under the direction of the said architect and that his decision of the said architect and that his decision as to the true construction and meaning of the drawings and specifications shall be final. It is also understood and agreed by and between the parties hereto that such additional drawings and explanations as may be necessary to detail and illustrate the work to be done are to be furnished by the said architect, and they agree to conform to and abide by the same so far as they may be consistent with the purpose and intent of the original drawings and specifications referred to in Article One, the sufficiency of which latter (subject to the said additional drawings and explanations, if any such become necessary) the contractor acknowledges.

ARTICLE THREE. It is further understood and agreed by the parties hereto that any and all drawings and specifications prepared for the purposes of this contract by the said architect are and remain his property, and that all charges for the use of same and for the services of the said architect are to be paid by the said owner.

ARTICLE FOUR. The owner may require alterations to be made in the work, but no alteration shall be made in the work except upon the written order of the architect; the amount to

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be paid by the owner or allowed by the contractor by virtue of said alterations shall be stated in the said order, and such alterations shall be subject to the provisions of this contract to the same extent as if they had formed part of the original work, drawings, and specifications. Should the owner and contractor not agree as to the amount to be paid or allowed, the work shall not thereby be delayed, but shall go on under the order required above, and in case of failure to agree, the determination of the said amount shall be referred to arbitration, as provided for in Article Fifteen of this contract.

ARTICLE FIVE. The contractor shall provide sufficient safe and proper facilities at all times for the inspection of the work by the architect or his authorized representative; shall, within twenty-four hours after receiving written notice from the architect to that effect, proceed to remove from the grounds or buildings all materials condemned by him, whether worked or unworked, and to take down all portions of the work which the architect shall by like written notice condemn as unsound or improper, or as in any way failing to conform to the drawings and specifications and shall make good all work damaged or destroyed thereby.

ARTICLE SIX. Should the contractor at any time refuse or neglect to supply a sufficiency of properly skilled workmen or materials of the proper quality or fail in any respect to prosecute the work with promptness and diligence or fail to perform any of the agreements herein contained, such refusal, neglect, or failure being certified by the architect, the owner shall be at liberty, after three days' written notice to the contractor, to provide such labor or materials, and to deduct the cost thereof from any money then due or thereafter to become due to the contractor under this contract; and if the architect shall certify that such refusal, neglect, or failure is sufficient ground for such action, the owner shall be at liberty to terminate the employment of the contractor from the said work and to enter upon the premises and take possession, for the purpose of completing the work included under the contract, of all materials, tools, and appliances thereon.

and to employ any other person or persons to finish the work, and to provide the materials therefor and in case of such discontinuance of the employment of the contractor it shall not be entitled to receive any further payment under this contract until the said work shall be wholly finished, at which time, if the unpaid balance of the amount to be paid under this contract shall exceed the expense incurred by the owner in finishing the work, such excess shall be paid by the owner to the contractor; but if such expense shall exceed such unpaid balance the contractor shall pay the difference to the owner. The expense incurred by the owner as herein provided, either for furnishing materials or for finishing the work, and any damage incurred through such default, shall be audited and certified by the architect, whose certificate thereon shall be conclusive upon the parties.

ARTICLE SEVEN. The contractor shall complete the whole of the work comprehended in this agreement so that the building will be capable of safe and comfortable occupancy throughout for the owner and its tenants and so that they may therein carry on their various classes of business without hindrance or inconvenience on or before the first day of November, 19 , and in case there should be any unfinished details at the said date the same will be finished promptly.

ARTICLE EIGHT. Should the contractor be delayed in the prosecution of the completion of the work by the neglect or default of the owner or of the architect, or by any damage caused by fire, or other casualty for which the contractor is not responsible, or by the combined action of workmen in nowise caused by or resulting from default of collusion on the part of the contractor, then the time herein fixed for the completion of the work shall be extended for a period equivalent to the time lost by reason of any or all the causes aforesaid, which extended period shall be determined and fixed by the architect; but no such allowance of time for such cause shall be made unless a claim therefor is presented to the architect in writing within forty-eight hours of the occurrence of the commencement of such delay.

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ARTICLE NINE. It is mutually agreed between the parties hereto that the sum to be paid by the owner to the contractor for the said work and material shall be four hundred and forty thousand dollars (\$440,000) subject to additions and deductions as the case may be as hereinbefore provided, and that such sum shall be paid by the owner to the contractor in current funds and only upon certificate of the architect as follows, namely, in monthly instalments on or before the 10th day of the month succeeding the month in which the materials are erected in place on the building, the certificates to be issued for 90 per cent. of the value of the work installed in the judgment of the architect. The final payment shall be made immediately after the expiry of the thirty days after the completion of the work included in this contract and all payments shall be due within the time above mentioned after certificates for the same are issued.

ARTICLE TEN. If at any time there shall be evidence of any lien or claim for which if established the owner of the said premises might become liable, and which is chargeable to the contractor, the owner shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify it against such lien or claim. Should there prove to be any such claim after all payments are made the contractor shall refund to the owner all the moneys that the latter may be compelled to pay in discharging any lien on the said promises made obligatory in consequence of the contractor's default.

ARTICLE ELEVEN. It is further mutually agreed between the parties hereto that no certificate given or payment made under this contract, except the final certificate or final payment, shall be conclusive evidence of the performance of this contract, either wholly or in part, and that no payment shall be construed to be an acceptance of defective work or improper materials.

ARTICLE TWELVE. Until completion of the work and the issue and delivery, and communication to the owner of the final certificate, the work shall be at the risk of and in the care of the contractor and the owner shall not be under any loss or liability through any damage occurring to the work from any cause whatsoever in its progress or before the said final certificate is issued, delivered, and communicated to the owner, it being the intent and meaning of this agreement that subject to the provisions by which the contractor is entitled to extensions of time for the completion of the work and to the provisions respecting alterations, the owner is entitled to the completed building at the price agreed upon regardless of destruction of or injury to the work or any part of it through any cause whatsoever.

ARTICLE THIRTEEN. The owner shall not in any manner be answerable or accountable or incur any liability for, or arising out of any injury to any person or persons, either workmen or the public, or for or arising out of damage to adjoining property from any cause in any manner arising out of or connected with the work herein contracted for, against all which liability, injury and damages to persons or property, the contractor having control over such work must properly guard against, and make good all damage, from whatsoever cause, being strictly responsible for the same, and the contractor hereby covenants to and hereby does indemnify the owner against and from all such liability.

ARTICLE FOURTEEN. The contractor shall during the progress of the work, maintain insurance on the same against loss or damage by fire, but the owner may in its discretion also effect such insurance upon the property as it may deem advisable. Each shall make known to the other forthwith upon placing any insurance, the amounts and other particulars respecting the same and notify the Underwriters with whom they insure respectively, of any concurrent insurance of which they are so notified as aforesaid.

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ARTICLE EIGHTEEN. All notices which the owner may under this contract or otherwise give to the contractor, shall be sufficiently given if in writing delivered to the contractor

or anyone in his office in _____, or conspicuous-
 posted on the building erected hereunder, and like notices
 to be given by the contractor to the owner shall be sufficiently
 given if in writing left with any one in the owner's office
 in Winnipeg.

ARTICLE NINETEEN. All questions in dispute or differ-
 ence not hereinbefore expressly referred to any board of
 arbitrators, or to the decision of the architect, shall be refer-
 red to him for disposition, arbitrament and award, and upon
 all such his decision shall be final and conclusive.

ARTICLE TWENTY. All agreements and provisions in
 this agreement contained for the disposition of any question
 in dispute or difference by reference to a board of arbitra-
 tors, or to the architect, shall be enforceable by application
 to a superior court of judges thereof in case either party to
 this agreement neglects or refuses to carry out or delays such
 disposition, and any award made may forthwith thereupon be
 made a rule of Court.

ARTICLE TWENTY-ONE. Time shall be the essence of
 this agreement.

The said parties for themselves, their heirs, successors,
 executors, administrators and assigns, do hereby respectively
 agree to the full performance on their parts respectively, and
 that all the same, and everything herein stipulated to be
 done, shall be deemed to have and shall have the force and
 effect of covenants.

IN WITNESS WHEREOF the parties to these presents have
 hereunto set their hands and seals the day and year first
 above written.

A.B. Co. Ltd.,

[Seal]

.....

President.

The Yeoman's Bank, Limited,

by.....

President.

[Seal]

.....

General Manager.

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AGREEMENTS.

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Guarantee.

A.B. Company of 11 10th Avenue, New York City, for itself, its successors and assigns, in consideration of the Yeoman's Bank entering into the within contract with the A.B. Company, Limited (of Canada), the contractor named in the hereunto attached contracts, and for other good and valuable considerations, guarantees to the Yeoman's Bank, the full performance of the within contract by the said contractor and covenants to and hereby does indemnify and save harmless the Yeoman's Bank against and from all loss and damage arising out of the contractor's neglect or failure to perform the same in accordance with the terms thereof.

Dated this _____ day of January, A.D. 1912.

Witness the corporate seal of A.B. Company, the said guarantor, attested by the hands of its proper officers in such behalf.

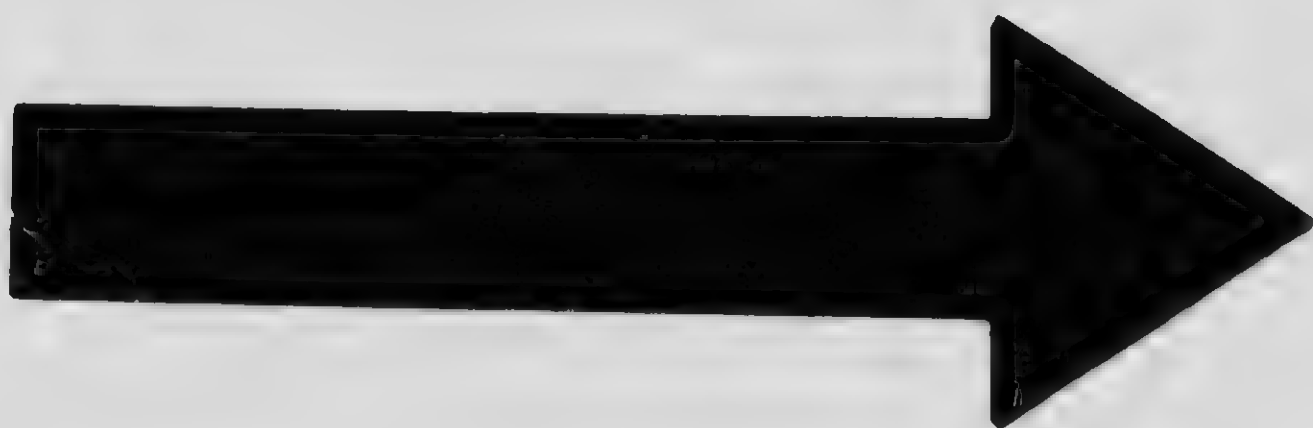
Signed, sealed and executed)
in the presence of _____, WITNESS:

FORM 91.

Building Contract.

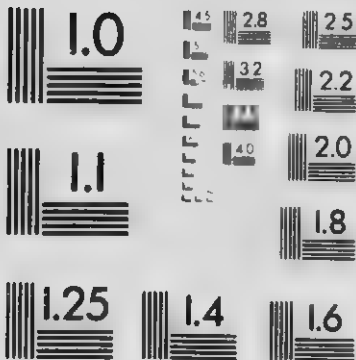
(Another Form.)

MEMORANDUM OF AGREEMENT, made the _____ day of _____, Between A.B., of, &c., and C.D., of, &c., builders and co-partners (hereinafter called the "builders") of the first part, and E. F., of, &c., G. H., of, &c., and I. K., of, &c., carrying on the business of bankers, in co-partnership under the name or style of E.F. and Company, of the second part. Whereas the said parties hereto of the second part being desirous that a banking-house with suitable offices shall be erected on a certain piece of ground belonging to them, situate in _____ Street, in the city of _____.



MICROCOPY RESOLUTION TEST CHART

ANSI and ISO TEST CHART No. 2



APPLIED IMAGE Inc

1. The first part of the paper is devoted to the study of the asymptotic behavior of the solutions of the system (1) as $t \rightarrow \infty$. It is shown that the solutions of the system (1) tend to zero as $t \rightarrow \infty$ if and only if the matrix A is Hurwitz.

have appointed L. M., of, &c., to be the architect for that purpose. And whereas plans, drawings and elevations of the said intended banking-house and offices, and a specification of the works to be done, and of the materials to be provided in and for the erection of the same, have been prepared by the said L.M., and approved of by the parties hereto of the second part. And whereas the builders are willing to contract for the execution of the said works for the sum of \$

And whereas the said plans, drawings, elevations, and specification have been signed by the builders and by the said L.M., and are annexed by way of schedule to this agreement, and duplicates of the same respectively are intended to be deposited with the clerk of the works to be employed as hereinafter mentioned, for the use and inspection of the builders, who are to have access for the use and inspection thereto at all times for the purpose of carrying on the said works. And whereas it is intended that the due performance of this contract shall be secured by the joint and several bond of the builders, and of N. O., of, &c., and P.Q., of, &c., as sureties for the builders.

Now it is hereby agreed between the parties hereto as follows:

1. The builders will well and substantially erect and complete the said banking-house and offices in a good, lasting, and workmanlike manner, according to the instructions and directions and in the manner expressed or contained in the said specification, plans, drawings, and elevations: and will provide, execute, perform, and fully complete all and singular the materials and works respectively specified, required, and set forth in the said specification, plans, drawings, and elevations, or to be implied therefrom, or to be incidental thereto, or to be hereafter specified or required in such explanatory instructions and drawings (being in conformity with the said original specifications, plans, drawings, and elevations), and also in such additional instructions and drawings (not being so in conformity as aforesaid) as

shall, from time to time, during the progress of the said works hereby contracted for, be provided by the said L.M. or other the architect for the time being of the parties hereto of the second part; and will complete all the said works with the materials of the best quality, and in the most substantial and workmanlike manner, and to the satisfaction of the said L.M., or such other architect as aforesaid, without reference to any other person; and will, in all respects, comply with and abide by the true intent and meaning of the said specifications, plans, drawings, and elevations, and of this agreement.

2. The builders will cover in the roof of the said banking-house on or before the day of , and will finish and complete the said banking-house and offices on or before the day of ; and if the said banking-house and offices shall not be completed on or before the said day of the builders shall forfeit, out of the moneys which shall be due to them by virtue of this agreement, the sum of \$100 for every day which shall elapse after the day of until the said banking-house and offices shall be completed. Provided always, that in case the builders shall be prevented by any strike among the workmen from complying with this article the architect may extend the time for the completion of the works for such reasonable period as he may think fit.

3. If the builders shall assign for the benefit of creditors, become insolvent or shall from any cause whatever be prevented from or delayed in proceeding with and completing the said works according to the terms and conditions of this present contract, or shall not proceed in the said works to the satisfaction of the said L.M., or such other architect as aforesaid for the said L.M. or such other architect as aforesaid, to leave or cause to be left at the usual place of abode or business of the said builders, or any of them, or of their sureties or either of them, a notice or notices in writing for the said builders to proceed regularly

and effectually with the said works; and in case the said builders shall, for seven days after such notice is so left as aforesaid, make default in regularly and effectually proceeding with the said works, it shall be lawful for the said L.M. or such other architect as aforesaid, to employ any other workmen, either by contract or measure and value or otherwise, to proceed with the said works and complete the same, and pay to the said workmen out of the moneys which shall be then due to the said builders on account of this contract, the amount of their charges for the same and for all necessary materials to be found and provided for such completion; and the moneys which previously to such default shall have been paid to the said builders on account or in respect of any work or materials then already done, executed, or provided by them, shall be considered as the full payment and satisfaction, not only for the said work and materials in respect of which such payments shall have been made, but also for any other work and materials which the said builders shall then have done, executed, or provided, although no such payment shall have been previously made in respect thereof; and all the balance and moneys whatsoever which then or afterwards would have become payable or due to the said builders under this present contract, if this present clause had not been inserted, together with all the materials then delivered for the purpose of the works hereby contracted for and then being upon or about the site of the said banking-house and offices, shall, upon such default as aforesaid, become the absolute property of the said parties hereto of the second part; and if the said balance, moneys, and materials so forfeited and to become the property of the parties hereto of the second part as aforesaid be insufficient to cover such charges for workmen and materials as are last hereinbefore directed to be paid thereout, then and in such case the said builders shall and will make good and pay such deficiency upon demand.

4. If the said L.M., or such other architect as aforesaid, shall at any time or times consider any of the workmen

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employed by the said builders on the works as in anywise incompetent, or as acting improperly, it shall in every such case be lawful for the said L.M., or such other architect as aforesaid, to discharge such workman or workmen, and the said builders shall without delay put another workman or other workmen in his or their place.

5. The said L.M., or such other architect as aforesaid, may appoint a suitable person to be clerk of the works, to superintend the works hereby contracted for, and to be constantly on the premises during their progress; and the clerk shall be paid by the parties hereto of the second part.

6. In case any of the materials to be brought on the said premises by the said builders shall be considered by the said L.M., or such other architect as aforesaid, or the said clerk of the works, unsound or in any respect improper, the said builders will upon notice in writing to them or their foreman on the premises, given by the said L.M., or such other architect as aforesaid, or by the said clerk of the works, cause the same to be removed from off the ground, and proceed with the said works with materials corresponding with the said specification and instructions, and approved of by the said L.M., or such other architect as aforesaid; and in default of such removal within three days after such last-mentioned notice, it shall be lawful for the said L.M. or such other architect as aforesaid, to cause the same to be removed to such place or places as he may think proper, without being in anywise answerable or accountable for any loss or damage that shall happen to any materials so removed as aforesaid, and to cause proper materials to be substituted for the same, and to pay all expenses attending such removal and substitution out of the moneys which shall become due to the said builders by virtue of this contract.

7. In case the said L.M., or such other architect as aforesaid, shall consider any part of the said works to be executed in an unsound and improper manner, the said builders will cause the same immediately to be taken down and executed

in a proper manner, and to the satisfaction of the said L.M., or such other architect as aforesaid, without any extra charge or expense whatever.

8. If the said L.M., or such other architect as aforesaid, or the parties hereto of the second part, shall think proper at any time or times to make any alterations or additions to or omissions in the works hereby contracted for, he or they shall give to the said builders written instructions for such alterations, additions, or omissions, signed by the said L.M., or such other architect as aforesaid; but the said builders shall not be considered to have authority for any alteration, addition, or omission, or to make any claim for the value or otherwise in respect thereof, with such written instructions, so signed as aforesaid; and should any alteration or addition be charged for or brought into any day account, the said day account shall be delivered at the office of the said L.M., or such other architect as aforesaid, on the Tuesday morning next ensuing after such day work may have been done, signed by the clerk of the works, and no account unless so signed and delivered shall be admitted by the said L.M., or such other architect as aforesaid.

9. Any such alteration, addition, or omission shall not vacate this present contract, but shall be ascertained by an admeasurement or valuation, to be made by the said L.M., or such other architect as aforesaid, and the value thereof so ascertained shall be added to or deducted from the said sum of \$., as the case may be, and the addition in value (if any) shall be paid for in the same manner and at the same time as hereinafter is expressed for the payment of the ultimate balance of the said sum of \$.

10. Any deviation made in the said work from the said original plans, drawings, elevations, and specification (except such deviations as shall be ordered as last aforesaid) shall be altered and corrected at the costs and expenses of the said builders.

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11. Any damage arising from accidents or carelessness of workmen or otherwise to the said works hereby contracted for, or to the materials or implements therein used, shall be borne and effectually made good by the said builders at their own costs and charges.

12. The said builders shall at their own costs and charges insure, in some or one of the offices for insurance against fire to be approved of by the said parties hereto of the second part, and in the joint names of the said builders and of some person appointed in that behalf by the parties hereto of the second part, the said buildings from loss or damage by fire in the sum of \$. and shall continue such insurance until the said L.M., or such other architect as aforesaid, shall certify the said banking-house and offices to be completed.

13. The said builders shall pay all the fees of the city surveyor, or other fees or official demands arising from the execution of the said works, and will generally do, execute, and provide not only all the works and materials described and specified in the said plans, drawings, elevations, and specification respectively, but likewise all such works and materials as are necessarily implied or may be reasonably inferred in or from the said plan, drawings, elevations, and specification respectively, for the erection and completion of the said buildings, with the offices and appurtenances, although the same may not happen to be therein expressly mentioned as to be done by the said builders, the true intent and meaning of these presents being that the works and materials hereby contracted to be done, executed, and provided, shall include all that is requisite for the building and completing the said building and offices according to the said plans, drawings, elevations, and specification.

14. The said builders will not, unless with the consent of the said L.M., or such other architect as aforesaid, make any sub-contract for the execution of the works hereby contracted for, or any part thereof, nor, unless with such consent as aforesaid, assign or underlet this present contract.

15. The said sum of \$ shall be paid to the said builders in manner following (that is to say): \$ part thereof shall be paid by twelve instalments of \$ each, upon the certificate from time to time of the said L.M., or such other architect as aforesaid, that work and materials to a sufficient amount shall have been done, executed or provided by the said builders to the satisfaction of the said L.M., or such other architect as aforesaid, and \$ the balance of the said sum of \$, shall be paid within three calendar months after the whole of the said works shall be completed and finished, and the accounts made up.

16. The said builders shall not be entitled to demand or receive the said balance of \$ until the said L.M., or such other architect as aforesaid, shall certify under his hand that the whole of the said works have been completed and finished to his satisfaction.

17. The decision of the said L.M., or such other architect as aforesaid, with respect to the amount, state and condition of the works actually executed, and also in respect to any and every question that may arise concerning the construction of the present contract, or the said plans, drawings, elevations, and specification, or the execution of the works hereby contracted for, or in anywise relating thereto, shall be final and without appeal.

In witness, &c.

FORM 92.

Agreement by Way of Sub-contract Between Builder and Carpenter.

An agreement made the day of in the year of our Lord 19 , between T.G., of builder, and C.D., of , carpenter.

Whereas, the said T.G. hath entered into a contract with J.B., of, etc., to erect a dwellinghouse and offices according to certain plans, elevations, and specifications referred to in

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the said contract, under the superintendence of W.M., or other surveyor of the said J.B., and which contract is dated the day of . Now it is hereby agreed, that in consideration of the sum of to be paid by the said T.G. to the said C.D., as hereinafter mentioned, the said C.D., shall do all the carpenter's work necessary to be done for the completion of the said contract, and referred to in the said plans and specifications, and provide all materials, tools, and implements necessary for the performance of such work, and shall do the same in all things according to the said contract and specifications, and shall in all things abide by, perform, fulfil and keep the said terms and stipulations of the said contract, so far as the same are or shall be applicable to such carpenter's work; and that in case the said T.G. shall become liable to pay any penalties under the said contract in consequence of the delay of the said C.D., in the performance of the work agreed to be performed by him, the said C.D. shall pay to the said T.G., the amount of such penalties; and that in case the said W.M., or other surveyor, appointed to superintend the works under the said contract, shall disapprove of the work done by the said C.D., or the materials used by him, or the manner in which such work is done, it shall be lawful for the said T.G. to dismiss and discharge the said C.D. from the further performance of such work, and employ some other person to complete the same; and that in such case the money which the said T.G. shall pay to the said other person for the completion of the said works shall be deducted from the sum which would otherwise be payable to the said C.D. under this agreement; and that for the consideration aforesaid, the said T.G., shall pay to the said C.D. the sum of in manner following: 75 per cent. on the price and value of the work done by the said C.D. during any week, to be paid to him on the Saturday in every week during the continuance of the said works, and the balance within one month after the completion of the said dwellinghouse and offices.

In witness, etc.

FORM 93*Agreement for Certain Repairs, etc.*

An agreement made the _____ day of _____, 19____, in the year of our Lord 19____, between A.B., of, etc., and C.D., of, etc.: The said A.B. agrees to do all the works hereunder specified, in the best and most workmanlike manner, and to provide for such works all necessary materials and things of the best quality, and to complete and finish the said works on or before the _____ day of _____ next; and in case the works shall not be finished on or before the said _____ day of _____ to pay or allow to the said C.D. out of the moneys payable under this agreement, the sum of _____ for each day during which the said works shall remain unfinished after the said _____ day of _____; and that in case the said C.D. shall require any additions or alterations to be made to the works hereunder specified, to execute such additions and alterations in the best and most workmanlike manner, with materials of the best quality; And it is hereby agreed, that in case any additional works shall be required by the said C.D., or in case the said C.D. shall delay the execution of the said works, the said A.B. shall have such additional time for the performance of the said works after the said _____ day of _____ as shall have been consumed in the execution of such additional works, or as the time during which the said C.D. shall have delayed the said works, and that the payments for delay shall not be payable until after the expiration of such additional time; And it is hereby further agreed, that materials brought upon the premises of the said C.D. for the purpose of being used in the said works, shall, if of proper description and quality, immediately become the property of the said C.D.; And the said C.D. agrees to pay to the said A.B. for the said works the sum of _____ within one week after the same shall be finished; And it is hereby agreed, that in case of any additions or alterations being

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made in or to the said works, the price of such additions or alterations shall be estimated in proportion to the said sum of _____ for the whole of the said works, and such price so estimated shall be either added to or deducted from the sum of _____

In witness, etc.

FORM 94.

Form of Agreement for Specified Repairs and Improvements.

This Article of Agreement, between X.Y., of the first part, and A. B., of the second part. WITNESSETH. That the said X.Y., Carpenter and Builder, does agree to put certain improvements upon house No. _____ Street, viz., to tear down backbuildings, dig cellar, clear away all rubbish and dirt, to dig to the depth of main cellar according to plan submitted and specifications signed, underpin wall on the south-east side, if requested to, or agreeable to the owner, and necessary for the protection of this wall and to build a four-inch wall against it with mortar and cement to the proper height. It is further agreed that the said X. Y. may use all the old materials as far as suitable, and furnish all others required to erect a three-storey brick building, embracing a dining-room 16 x 21 feet; a pantry 7 x 9 feet; back stairway 2 x 6 feet clear from cellar to third storey; a kitchen of 11 x 13 in the clear, according to the plan given and agreed upon; all the walls to be nine inches to top; a porch over the kitchen end 6 x 13 feet, with a railing, and covered with a tin roof; hot and cold water pipes and permanent wash-tub in the kitchen; also sink for water in the pantry, furnished with shelving, drawers, and dumb-waiters; bathroom complete, with a water-closet of approved pattern, hot and cold water pipes and tub, all joist and flooring to be of proper strength and quality for a good job; covering the whole backbuilding with the best quality of tin roofing and spouting complete; plas

tering every room with two coats of brown and one coat of white stuff in the best manner; putting centre pieces in the living room and library; paint all wood-work in a suitable manner, and colour and grain the dining room, also parlor floors and shutters, put up a neat slate mantel in dining room and library, continue the front stairway up without platform so as to make level floor without break; front and back floors to be level with main floors, sliding doors with ground glass panels, from parlor to dining room; inside shutters to all front windows, the first storey ones pannelled and hung in boxes of ash, second and third stories to casings, painted, and secured by proper fastenings; all windows, doors, and shutters of proper size and quality. Finally, build and complete for occupation in the best manner, a back building according to plans, in as short a time as possible, to make a good job; repair pavements and fences; the party of the second part agreeing to make payment as the progress of the work will warrant, leaving one-fourth not to be paid until thirty days after the completion of the entire job. The consideration of this contract to be dollars and no extra charges whatever, unless agreed to in writing and attached hereto.

Witness the hands and seals, etc.

FORM 95.

Agreement between a Company and Municipality; Municipality to Grant a Bonus and Fixed Assessment and to Erect a Wharf; Company to Keep Wharf in Repair, Employ 60 Men per diem and to grant Municipality part of Slag.

THIS AGREEMENT made this sixteenth day of January, 19 .

BETWEEN The Corporation of the Town of A.B. (hereinafter called "The Town"), of the first part; and W. M. Company, of Canada, Limited (hereinafter called "The Company"), of the second part.

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Whereas the Company is authorized to carry on the business, among others, of manufacturers, dealers in, and smelters of iron and other minerals;

And whereas the Company proposes to erect and operate a charcoal iron furnace plant in the Town of A.B., for the purpose of a smelting works;

And whereas the Company has requested the said town to assist the Company in connection with its business in said town by making a loan to the Company of a sum of twenty-five thousand dollars (\$25,000) to be repayable at the rate of twelve hundred and fifty dollars (\$1,250) per annum without interest and to grant the Company a bonus upon the completion of said charcoal iron furnace of twenty-five thousand dollars (\$25,000), and by granting to the Company certain lands in fee simple and making other concessions;

Now therefore this agreement witnesseth that the Company and the Town do hereby covenant and agree in and under following, that is to say:—

1. The Town covenants with the Company:

(1) To forthwith convey or cause to be conveyed to the Company the following property, namely, described as follows: (*description*).

(i) That the Town will by the _____ day of _____, 19____, construct a wharf, six hundred feet long, and at least twenty _____ feet wide and the piles to be at least six feet high above zero running nearly parallel to the front of the property so to be conveyed by the Town to the Company with a depth of water on the harbour side of at least twenty-five feet, such wharf to be constructed at once according to the plan of Mr. _____, and to specifications approved of by the Company. If the cost of the construction of such wharf and the filling in by the Town hereinafter mentioned shall exceed the sum of thirty-five thousand dollars (\$35,000) the Company shall provide the Town with the additional funds for the purpose of paying such excess.

(ii) That the Town will by the day of , 19 , fill in to the wharf level with rock and earth so as to constitute a sufficient foundation for the purposes intended the water lot hereinbefore mentioned for a width of one hundred and fifteen feet running from the centre of the wharf to the shore.

(iii) That the Town will give to the Company for all purposes of the business of the Company, a right of way over the property of the Town for a siding from the joint siding of the Railway Company to the land hereinbefore agreed to be conveyed to the Company and will apply for a grant of any Crown Lands necessary for that purpose.

(iv) The Town agrees to grant to the Company a lease of the wharf hereinbefore provided for for twenty-one years from the day of , 19 , at an annual rental of one hundred dollars per year, payable on the last day of each and every year of the said term, the Company to keep said wharf in repair, and the lease to contain a provision for termination thereof by the Town for non-repair after reasonable notice or if the Company cease to operate the plant hereinafter referred to at any time for the space of two consecutive years. The lease shall contain a provision that the Company, not being in default thereunder, shall have the privilege of renewing the said lease for a further term of twenty-one years on the same terms and on the same conditions as those contained in the original lease, except that any further renewal thereof shall be on terms to be agreed upon between the parties, or fixed by arbitration. The said lease shall also contain a provision that the Company shall have the option of purchasing the wharf at the expiration of, or at any time during the currency of the first term of twenty-one years, for a sum of equivalent to its original cost price to the Town of the said wharf, and said filling in by the town not exceeding the said sum of thirty-five thousand dollars (\$35,000). The said lease shall further provide that if the Company elects said option at or

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before the expiration of the first term of twenty-one years, it shall have the privilege of then paying the whole or any part of the purchase price, and the remainder of the said purchase price shall be paid at or before the expiration of the second period of twenty-one years, and meanwhile the Company shall pay to the Town interest at the rate of five per cent. per annum on the amount remaining unpaid. The said lease shall further contain a provision that the Company may at any time and from time to time at its own expense alter or improve said wharf or widen the same, so as to make the same extend a greater distance into the water of the harbour, provided, however, that the plans of such alterations, improvements, or extensions shall be submitted to the Town Engineer for the time being for his approval. Should the said lease be terminated by the Company ceasing to operate the plant as aforesaid, or if for any other reason the wharf shall revert to the Town the Company shall grant to the Town a convenient, free and uninterrupted right of way at least forty feet wide for the use and enjoyment of the said wharf by any and all parties requiring to use the same, from the public street at or near the shore to the said wharf.

2. The Company covenants with the Town.

(1) That the Company will on the conveyance of the land before mentioned erect a charcoal iron furnace thereon capable of producing, when running at full capacity, one hundred tons of charcoal iron during each working day of twenty-four hours, the erection of the said furnace to be commenced on or before the day of , 1910, and the same prosecuted for completion without undue delay.

(2) The Company agree to employ a daily average of sixty men during the time the furnace is operating, in and about the said plant.

(3) Subject to the right to shut down said furnace for relining, reconstruction and extraordinary repairs, and sub-

ject to delays caused by fires, explosions or other catastrophies or strikes or other causes beyond the Company's control, the Company agrees to operate the said furnace at least three hundred working days per year during the term of twenty years from the time that the same is first put in operation.

(4) If the Town shall at any time during the said period of twenty years engage in the business of supplying electric power or supplying water, the Company will, if the Town shall have electric power, or water available sufficient for the requirements of the Company, purchase and obtain from the Town at such rates as may be mutually agreed upon, its electric power and water sufficient for its said requirements.

(5) That it will if the cost of the said wharf and filling in by the Town exceeds thirty-five thousand dollars, provide the Town with the necessary funds to pay such excess as the same may be required.

3. Upon the completion of the said furnace and upon the same being put in operation the Town covenants with the Company:

(1) That the Town will pay to the Company as a bonus the sum of twenty-five thousand dollars (\$25,000), and will at the same time advance to the Company the sum of twenty-five thousand dollars (\$25,000) by way of a loan, the same to repayable without interest at the rate of twelve hundred and fifty dollars per year, the same to be secured by a first mortgage upon the property of the Company in the Town of A. B., the first payment under the said mortgage to become due at the expiration of the one year from the date of said mortgage such mortgage to be according to the form known as the long special form of mortgage, and to contain the usual covenants and powers of sale, exercisable on one month's default after one month's notice, and on three months' default without notice.

The Town grants to the Company and its assigns a fixed assessment on all the lands of the Company in the Town

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of A. B. which they may acquire hereunder, together with all the buildings, stock-in-trade, plant, machinery, fixtures and materials and other assessable property of the Company, for a period of ten years to be computed from the first day of January, 1913, and the same shall be annually assessable for all except school purposes en bloc at the sum of twenty-five thousand dollars (\$25,000) and no more, as a fixed assessment inclusive of the business tax in respect of the said business and the said lands, premises and property shall be for such time exempt from any special assessment for any special improvement or works of that class of improvements or works where the cost thereof or any part thereof is or would otherwise be charged against the lands especially benefited thereby except in respect of any local improvement rates heretofore assessed against the said lands. In case any part or parts of the said lands be used for the purpose of dwellinghouses or for any purpose not connected with the business of the Company, such part or parts when and so long as used for such purposes shall be assessable as if this agreement had not been made.

(b) In the event of the destruction of the said buildings or property, or any part thereof, so that the value of the said buildings with the said lands and other property shall not be equal to the said sum of twenty-five thousand dollars (\$25,000) an assessment shall be made while such value is under twenty-five thousand dollars (\$25,000) as if this agreement had not been made.

(c) The assessors and other officers making such assessment are to be authorized by By-law and required to make their assessments and returns to conform to the provisions thereof.

4. The Company agrees to give to the Town free of cost ten per cent. of slag from the operation of the said plant and such time as the Company have filled in the water lot between the property agreed to be conveyed to the Company and the wharf hereinbefore mentioned, such slag to be used

by the Town for the purpose only of building and repairing sidewalks and streets. After said water lot is entirely filled in, the Company agrees to give to the Town all its surplus slag, in any case not less than thirty per cent.

5. This agreement is not to go into force or effect unless the Town is unable to obtain free of charge to the Company a right of way for a siding from the Railway Company to the said lands, nor shall the Company be bound by any of the provisions herein unless the By-law hereinafter mentioned is ratified by the ratepayers and confirmed by the Legislature, nor unless the Company is able to acquire within a reasonable time, such land as they may require for their purposes south of Street and adjoining the lands hereinbefore mentioned and described.

6. The Council of the Town shall forthwith cause to be submitted to the qualified ratepayers a By-law to authorize and confirm this agreement, and for the granting of the bonus herein provided for and for the issue of debentures for the purposes hereof.

7. If the said By-law is approved by the qualified ratepayers the Town shall cause application to be made at the Session of the Legislature of for the year 19 for the confirmation of the said By-law and of this agreement.

8. If the said By-law shall be approved by the qualified ratepayers, as aforesaid, and confirmed by the Legislature, and if the Company shall fail to proceed with the construction of its plant in accordance with the terms hereof, for any other reason than the failure to obtain a siding as aforesaid, then the Company shall pay to the Town the expenses of the submission of such By-law to the ratepayers and the expenses attending the obtaining of the said legislation.

9. This agreement shall extend to, include, enure to the benefit of and be binding upon not only the parties hereto but also their successors and assigns.

Signed, Sealed, and Delivered

In the presence of

A. B.

As to signature of Mayor
and Clerk,

L. M.

Company of Canada,
Limited.

C. K., Asst. Gen. Manager.
O. P., Secretary.

(Corporate Seal)

F. G., Mayor.

H. K., Clerk.

(Corporation Seal)

FORM 96.

Agreements Relating to Personal Property.

"The title to goods and chattels does not rest upon title deeds nor in general upon documentary evidence, but it is founded *prima facie* upon visible possession and apparent ownership." In cases within the Act respecting mortgages and sales of personal property, the sale of goods must be in writing by a conveyance under the Act. Contracts within the 17th section of the Statute of Frauds must be evidenced by a memorandum in writing. Contracts with corporations, except where the contract is executed, must as a rule be under seal; but other agreements relating to personal property do not require a sealed instrument.

Agreement of Bargain and Sale of Goods.

Memorandum of Agreement between A. of _____
of the one part and B. of _____, of the other part.

The said A. agrees to sell, and the said B. agrees to buy, the goods hereinafter mentioned, the property of said A., for the price or sum of \$ _____.

(Signed) A.
B.

Schedule.

FORM VI.

Agreement to Sell on Commission.

An Agreement made this day of A.D.
19 , between of , manufacturer of
 and of , traveller on com-
mission.

1. The said for himself, his executors and administrators, agrees that upon receiving a written order from the said the said his executors and administrators, will, from time to time, at his warehouse aforesaid, and according to such order, supply to the said the as now manufactured by the said .

2. The said is to be invoiced to the said at the rate of per pound, and the said is to account for the same at that price every months, beginning from the date hereof.

3. The said his executors and administrators, shall not be bound to supply more than lbs. on any one day, nor more than lbs. in any one week, without a week's notice in writing with a written order from the said nor shall the said his executors or administrators, be bound to continue supplying as aforesaid after lbs. shall have been delivered and shall remain unaccounted for, whether the said period of months shall have elapsed since such delivery or not.

4. This agreement shall continue in force for years from the date hereof, but subject to determination at any time by month's previous notice in writing from either of the said parties or the executors or administrators of the said to the other of them and delivered at his usual or last known place of abode.

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Signed, et

5. During the continuance of this agreement the said his executors and administrators shall not employ, nor shall knowingly suffer any other person than the said to sell on commission for them the said beyond a radius of miles from and in case of a breach of this clause the said for himself, his executors and administrators, undertakes to pay to the said the sum of by way of agreed and liquidated damages.

In witness, etc.

Signed, etc.

FORM 98.

Agreement Depositing Goods as Security.

An agreement made the 19th day of , A.D. between of and

The said having deposited this day at his risk with the said the following goods, namely, (here give list of goods), as security for the payment of and interest, on the day of A.D. 19 , it is agreed that, in default of payment, the said after days' notice in writing, may sell the same goods, or any part thereof, by auction or otherwise, towards payment of the said principal sum and interest, and of the expenses of sale and insurance, but until such default no such sale is to take place, nor is any auction or suit to be brought to enforce payment of the said sum and interest.

In witness, etc.

Signed, etc.

FORM 99.*Agreement giving a General Lien with Power of Sale.*

An agreement made the day of A.D.
 19 , between of and
 of witnesseth:

1. In consideration of the promise of forbearance, hereinafter contained, on the part of the said the said agrees to give him a general lien on all property that may at any time be in his possession belonging to the said or to any person on his account, and that such general lien shall at all times be a security to the said his executors and administrators, for all moneys that may from time to time be due from the said to the said or to the said and any partner or partners of his in his business of , and that if at any time the sum of shall be due as aforesaid, the said his executors and administrators may, after seven days' notice in writing, sell the same property or any part thereof, by auction or otherwise, towards payment of such sum and interest, and of the expenses of sale and insurance.

2. But unless the sum of shall be due, as aforesaid, no such sale is to take place, and, after the said sum shall be due, no action or suit shall be brought for the recovery of the same or any part thereof until after the sale of any such property as aforesaid.

In witness, etc.

Signed, etc.

FORM 100.*Agreement for Sale of Stock of Goods.*

This agreement made the _____ day of _____, A.D. 19____, between A. B., of etc., merchant, of the one part and C. D., of, etc., merchant, of the other part.

The said A. B. agrees to sell, and the said C. D. agrees to buy, all the stock of goods, wares and merchandise now being in and upon the store occupied by the said A. B. at aforesaid, at the invoice price thereof (or at the sum of \$_____, or otherwise as agreed on), an account of such goods, wares, and merchandise being taken by the parties hereto in the presence of each other. And it is hereby agreed that any of the said goods, wares, or merchandise which may be damaged, shall be appraised and valued by three disinterested persons, each of the parties hereto selecting one of such persons and the two so selected appointing the third; and that the price set upon such damaged goods, wares, and merchandise by the said three persons shall be substituted for the invoice price thereof; and that within ten days after the value of the said goods, wares and merchandise shall have been ascertained aforesaid, the said C. D. is to pay the valuation thereof to the said A. B. And the said A. B. agrees to make, execute and deliver unto the said C. D. a good and sufficient bill of sale and conveyance thereof, and to give to the said C. D. quiet and peaceable possession thereof upon payment to him, the said A. B. by the said C. D., within the time before specified of the invoiced or appraised value as aforesaid.

In witness, etc.

FORM 101.*Agreement for Sale of Grain.*

It is agreed, this day of A.D. 19 ,
 and between A. B. of, etc., and C. D., of, etc., as follows:

The said A. B. agrees to sell to the said C. D.,
 bushels of wheat to be delivered to the said C. D., at
 on or before the day of next, free of all
 charges, at the price or sum of per bushel. And
 the said C. D. agrees to purchase the said wheat, and to pay
 therefor at the rate aforesaid, upon delivery as aforesaid.
 And the said A. B. hereby guarantees and warrants the said
 wheat to be good, clean and merchantable grain.

Witness our hands.

Signed, etc.

FORM 102.*Agreement for Sale of Crop*

Memorandum of Agreement made in duplicate this
 day of between hereinafter
 called the Vendor of the First Part and The Can-
 ning Company hereinafter called the Company of the Second
 Part.

Witnesseth as follows:

1. The Vendor agrees to sell and the Company agrees to
 buy all the crop of tomatoes (or peaches, &c., &c.) raised
 by the Vendor during the present year on his farm at
 being Lot and containing 120 acres more or less.
2. The purchase price for said crop is \$ (or
 cents per bushel) payable as follows:

3. (If the Company is to pick the crop) the said crop shall be entirely at the risk of the Company and the Vendor shall allow the Company and its employees free access to the said farm for the purpose of collecting said crop (and the Company is to be responsible that no damage is done to the premises except such as is necessary incidental to the collecting of such a crop).

4. (If the Vendor is to pick the crop) the Vendor is to deliver the said crop at the factory of the Company in good condition suitable for canning on or before the day of

In witness, etc.

FORM 103.

Agreement for Sale of Good Will, Stock in Trade, Fixtures and Book Debts.

This Agreement, made the day of 19 ,
between of , hereinafter called the
Vendor, of the one part, and of , hereinafter
called the Purchaser, of the other part.

Whereas the said Vendor has agreed with the said Purchaser for the sale to him of the goodwill, stock in trade, fixtures, and book debts of the said trade or business of a carried on by him at aforesaid, as a going concern, for the sum of dollars, now this agreement witnesseth that in consideration of the sum of dollars to the said Vendor paid by the said Purchaser on the execution hereof, he, the said Vendor, doth hereby assign unto the said Purchaser, his executors, administrators and assigns, all the interest and goodwill of his said business of a , with the stock in trade, fixtures and effects pertaining thereto, as lately carried on by the

and Vendor; and also all the book and other debts now due and owing to the said Vendor upon account, or in respect of the said trade or business, and all securities for the same, and also all contracts and engagements, benefits and advantages, which have been entered into by the said Vendor, or to which he is or can be entitled on account or in respect of the said trade or business. To hold the same unto the said Purchaser, his executors, administrators and assigns absolutely, without any interruption or disturbance of or by the said Vendor, or any other person claiming through or in trust for him.

And the said Vendor doth hereby for himself, his heirs, executors and administrators, covenant with the said Purchaser, his executors, administrators and assigns, that he, the said Vendor, hath now in himself good right to assign the goodwill, stock in trade, fixtures and effects, book and other debts, and premises, in manner aforesaid, and that the same shall be enjoyed by the said Purchaser, his executors, administrators and assigns, free from any interruption or disturbance, as aforesaid; and also that he, the said Vendor, shall not, either by himself or with any other person or persons, do or cause to be done any wilful act or thing to the prejudice of the said trade or business of a _____, as heretofore carried on and conducted by the said Vendor, his executors, administrators and assigns, but will, whenever required by the said Purchaser, his executors, administrators or assigns, render every assistance and give all necessary evidence for the purpose of recovering or otherwise enforcing payment of all or any of the said trade debts, and vesting absolute ownership thereof in the said Purchaser, his executors, administrators or assigns.

And the said Purchaser doth hereby for himself, his executors, administrators and assigns, covenant with the said Vendor, his executors and administrators, that he will at all times hereafter save harmless and keep indemnified the said Vendor, his executors and administrators, and his

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and their estate and effects from and against all losses, costs, expenses and damages which may be incurred by or by reason of any action or other proceedings which shall or may be brought or instituted against the said Purchaser, his executors, administrators or assigns, for or in respect of the said goodwill, stock in trade, effects and premises, or for or in respect of the recovery of the several sums of money which by the said books appear to be due and owing from the said Vendor in respect of the said trade or business, and also from and against the contracts and engagements to which by the said books the said Vendor appears to be now liable, and also all interest, costs, expenses, losses, claims and demands on account of the same debts, contracts, and engagements, respectively or otherwise, in relation to the premises.

In witness, etc.

FORM 104.

Agreement for Sale of Hotel Furniture and Fixtures.

Agreement made this _____ day of _____, between
 _____, of _____, hereinafter called the Vendor,
 and _____, of _____, hereinafter called the
 Purchaser.

The said Vendor agrees to sell to the said Purchaser, who agrees to purchase at the valuation and upon the terms hereinafter mentioned, all the stock, implements, and utensils in trade, household furniture, pictures, fittings and effects specified in the schedule hereunder written, now being in, upon, and about the hotel called "The _____ Hotel," its cellars, stores, stabling, outbuildings, yards, and premises, which now are in occupation of the said Vendor situate _____, etc.

And it is further mutually agreed that the said valuation shall be made on or before the _____ day of _____ next, up to which time all outgoings in respect of the said hotel and business shall be defrayed by the said Vendor, when the amount of such valuation shall be paid to the said Vendor, who shall thereupon deliver up to the said Purchaser or his agent, the full and peaceable possession of the said hotel and premises, and also of the said stock in trade, furniture, fixtures and fittings and effects.

It is agreed that the said valuation shall be made by two persons, one to be chosen by each party, or by an umpire to be chosen by such appraisers before entering upon such valuation; and that in case either party shall neglect or fail to make such appointment within _____ days from the date hereof, or if either of such appraisers or the umpire shall refuse or neglect to proceed and complete such appraisal within _____ days, inclusive, next after their appointment, the appraiser of the other of them shall proceed alone therein, and his valuation shall then be binding and conclusive upon both the said parties.

In case the said Purchaser shall refuse or neglect to pay the amount of such valuation on the said _____ day of _____ next, or, if the said Vendor shall upon an offer in writing, of the said purchase money, delivered to or left for him at the said hotel, refuse or neglect to deliver up possession thereof, and of all the said out-buildings and premises, and of the said stock in trade, furniture, fixtures, fittings and effects, or to deliver over and transfer the licenses relating to the said hotel and premises and the business thereof, then, and in either of such cases, the defaulting party shall forfeit and pay to the other of them the sum of _____ dollars as and for liquidated damages between them; and then these presents shall become void.

In witness, etc.

FORM 105.

Agreement for the Sale of a Leasehold House and Shop and the Stock in Trade and Goodwill of the Business Carried on There.

Memorandum of Agreement made the day of , between A. B. of, &c., (*vendor*), of the one part, and C. D. of, &c. (*purchaser*), of the other part:

I, the said A. B. (hereinafter called the vendor) agrees to sell, and the said C. D. (hereinafter called the purchaser) agrees to purchase, the leasehold messuage or tenement and shop, being No. , Street, in the City of , in the County of York (*description*), held for the residue of a term of years granted therein by an indenture of lease, dated, &c., and Registered in the Registry Office for the as No. , at the yearly rent of \$, and subject to the lessee's covenants and conditions contained in the said indenture of lease, and also the goodwill of the business of , now carried on by the said A. B. on the said premises, at the price of \$. The vendor also agrees to sell, and the purchaser agrees to purchase, the tenant's fixtures in and about the said premises, and the stock in trade and book and other debts belonging and due and owing respectively to the said A. B., and the benefit of all contracts and engagements entered into with him in respect of the said business, at a sum to be determined by valuation as hereinafter is mentioned.

2. The purchaser shall immediately after the signing of this agreement, pay to the vendor the sum of \$ by way of deposit. The purchase shall be completed on the day of next, at the office of, &c., and the purchaser shall, as from that day, have possession of the said premises, and be the proprietor of the said business subject to the following conditions.

3. The tenant's fixtures, stock in trade, and effects, book and other debts, shall be valued according to the value of the same on the day of next, and the valuation shall be made by N. M., of, &c., who is appointed for this purpose by the vendor, and N. O., of, &c., who is appointed for this purpose by the purchaser, or in case the said valuers shall disagree, then by P. Q., of, &c., who has been appointed umpire by the valuers. If either of the valuers shall die before the valuation is completed, or shall refuse to act, another valuer shall be appointed in his place by the party by whom the deceased or refusing valuer was appointed; and if the umpire shall die before the valuation is completed, or shall refuse to act, the valuers shall appoint another umpire.

4. The purchaser shall pay the remainder of his purchase money (including the amount of the aforesaid valuation) at the times following: (that is to say), one third part thereof on the day of next, one third part thereof on the day of , 19 , and the instalments of purchase-money for the time being remaining unpaid shall bear interest after the rate of 5 per cent. per annum, computed from the said day of next.

5. Upon the payment on the day of next of the instalment of purchase-money hereby made payable on that day, the vendor shall make and execute to the purchaser a proper assignment of the said premises, such assignment to be prepared by and at the expense of the vendor, and the vendor shall, in and by such assignment, covenant with the purchaser not to carry on a similar business in the said City of , or within a distance of miles therefrom.

6. At the same time with the execution of the said assignment, the purchaser, and two sureties to be approved of by the vendor, shall execute to the vendor their joint and several bond, in a sufficient penalty, conditioned for the payment

of the remaining instalments of the said purchase-money, and the interest thereof, at the times and in the manner above provided; and the purchaser shall also make and execute to the vendor a proper and effectual mortgage of the said leasehold premises, and the stock in trade and effects of the said business for further securing the payment of the instalments and interest, such mortgage to contain such powers and provisions as the vendor may reasonably require.

7. In the meantime, and until the completion of the said purchase, the business shall be carried on by the vendor as at present, for his own benefit, but the purchaser shall act as his manager, and shall receive the weekly sum of \$ by way of salary as such manager.

8. The purchaser has examined the title of the vendor to the said leasehold premises, and he is satisfied therewith, and hereby undertakes to accept the same as it stands.

In witness, etc.

FORM 107.

*Agreement Between a Power Company and a Municipality,
by which Company Provides Electricity at a Fixed Rate
in Return for Reduced Assessment.*

Agreement made (in duplicate) the day of ,
19 .

Between The Corporation of the Township of ,
hereinafter called "The Municipality" of the first part, and
The Power Company, Limited, hereinafter
called "The Company," of the second part.

Whereas the Company is developing the water power of the _____ River at and near _____ Falls largely within the said Township of _____, and has agreed to supply power within the same Township on the terms hereinafter set forth.

Now therefore this Agreement witnesseth that in consideration of the premises and the mutual agreements and covenants hereinafter contained, the said parties do hereby mutually agree and covenant each with the other of them as follows, namely:

1. The Municipality shall and will, during the term of five (5) years commencing from the 1st day of January, 19____, and thereafter next ensuing, accept from the Company the sum of twelve hundred dollars per annum, in lieu and in full settlement and satisfaction of any and all taxes, rates, charges and assessments (including statute labour or commutation thereof), which are or may, or but for the making of this Agreement might be, charged or levied, or assessed for any purpose whatsoever upon the Company's property, assets, business, income, and undertaking within the said Township of _____, including the Company's transmission line along the south boundary of said township, and during the said term no other sum shall be payable by or collected from the said Company by way of taxes in the said Township.

2. The said sum shall be payable at the same time as the ordinary Municipal taxes in the said Township, and payment thereof may be enforced in the same manner and by the same means as other Municipal taxes in the said Township.

3. The said sum shall annually be divided and apportioned in the same manner as the remaining taxes collected annually by the Municipality.

4. The Company, shall, during the said term, supply and deliver to the Municipality, or to other consumers of power located within the said Township, electrical power or energy up to the full capacity of the Company's plant and not otherwise used or contracted for, at the rate of twenty-five dollars per horse-power per year, and for the purpose thereof shall, at its own expense build, equip, and maintain all requisite transmission lines and transformers, plants and equipment, subject to the conditions hereinafter mentioned:

(a) The Company shall have the right to construct and maintain all requisite transmission lines along the highways, roads, streets, and public places, of the Municipality free of charge.

(b) For all power supplied as aforesaid the Company shall be paid monthly, on the 15th day of the month next succeeding that in which such power is supplied.

(c) The Company shall not be required, under this Agreement, to furnish power as aforesaid unless the prospective net annual revenue derivable from the service, after payment of all operating expenses and fixed charges appertaining to the same, shall be equal to ten per centum on the outlay involved in making the requisite extensions of transmission lines, transformer plants and other plant and equipment, and unless the proposed contracts for the supply of such power shall be of reasonable duration, and the customers shall, when required, furnish the Company with satisfactory security to guarantee the faithful performance of the contract by the customers.

5. The Company will deliver power at any point on its main transmission line along the south boundary of the Township of _____, either to the Municipality or to other customers, free from the conditions of Clause (c), where no extensions of the Company's plant or transmission lines

are required, or where such extensions are built and maintained by the customer in accordance with the Company's standards.

6. The Municipality shall, at the next session of the Legislature of the Province of Ontario, make application for a special Act legalizing and confirming this Agreement; and this Agreement shall take effect only from and after the passing of such an Act.

In witness whereof the said parties hereto have caused to be hereunto affixed their corporate seals under the hands of their proper officers.

Signed, sealed and delivered in the presence of the Corporation of the Township of _____.

Signed, sealed and delivered in the presence of _____

The Corporation of the Township of _____.

(Sgd.) T. B., Reeve.

(Sgd.) Chas. R. B., Clerk.

(Seal)

The _____ Power Co., Limited.

(Sgd.) H. B. J., President.

(Sgd.) J. S. T., Asst.-Secretary and Treasurer.

(Seal)

FORM 108.

Agreement for the Sale of a Physician's Practice.

Agreement made this _____ day of _____ 19____,
between _____ of _____, hereinafter called the
Vendor, and _____ of _____, hereinafter called
the Purchaser.

Whereas the said Vendor has for many years past exercised his profession of physician and surgeon at _____, in the county of _____, and is now desirous of retiring from his practice at _____ aforesaid, and the said Purchaser is desirous of establishing himself as a Physician and Surgeon at said _____, now, therefore, the said Vendor agrees to sell to the said Purchaser, who agrees to purchase, the said practice and the goodwill and benefits thereof from the day of _____ next, together with all the fixtures, furniture, medical books, surgical and other instruments and apparatus, and all the drugs, medicines, bottles and other things now used therein, for the sum of _____ dollars: in confirmation of which purchase the Purchaser, upon the execution of these presents, has paid the sum of _____ dollars by way of deposit and in part of the purchase money.

The said Vendor further agrees that, on the payment of the residue of the said purchase money as hereinbefore mentioned, he will fully and absolutely deliver over and assign to the said Purchaser, his executors, administrators or assigns, the said practice or business, and the good will thereof, for his and their own absolute use and benefit: and likewise the full and uninterrupted possession of the office in which the said practice is now carried on by him, together with the fixtures, furniture, books, instruments, apparatus, and things now used in and relating to the said practice.

The said Vendor will introduce and recommend the said Purchaser to his patients, friends and others, as his successor, and will use his best endeavours to promote and increase the prosperity of the said practice or business.

For the purpose of more effectually accomplishing such end, the said Vendor will, from the said _____ day of _____ until the _____ day of _____ next, permit the said practice to be carried on in his name, so that he, the

said Vendor, shall continue and remain ostensibly engaged therein in the same manner as he has heretofore carried on his profession, and he will from time to time during such period attend at the office and visit his patients with the said Purchaser for the purpose of introducing him to his patients and friends, and of assisting him in the management of the said practice, but without participating in the losses, expenses or liabilities, or participating in the gains and profits of such practice.

The said Vendor will not reside or practice either as physician or surgeon, or act directly or indirectly as partner or assistant to or with any other physician or surgeon practising either at aforesaid, or elsewhere within miles thereof:

The said Purchaser, in consideration of the agreements on the part of the Vendor hereinbefore contained, hereby further agrees to pay him, his executors or administrators, the residue of the purchase money, being the sum of dollars, by instalments as follows: one-half part thereof on the day of next, upon receiving the full and peaceable possession of the said practice, office, goodwill, fixtures, furniture, books and things hereinbefore mentioned, and the remaining one-half part on the day of next.

It is mutually agreed that, if the said Purchaser shall not pay said first instalment of the purchase money at the time aforesaid, the said Vendor shall have the power to vacate this contract so far as it relates to said sale, on giving the Purchaser days' notice of his abandonment thereof; and thereupon the said deposit money shall be forfeited to the Vendor, who shall afterwards be at full liberty to continue or to resell the said practice, goodwill, books and things hereby contracted to be sold, without previously tendering any assignment thereof to the said Purchaser.

In witness, etc.

FORM 109.

Agreement for the Sale of a Ship or Vessel.

Agreement made this day of , between
 of , merchant, the lawful owner of the
 sailing ship or vessel called "The ," hereinafter de-
 scribed, Vendor, of the one part, and of
 and of , merchants and co-partners,
 trading under the firm of & Co., Purchasers, of
 the other part

The said Vendor hereby agrees to sell to the said Pur-
 chasers, who hereby agree to purchase at the sum of
 dollars, free from all charges and incumbrances, all that
 said ship or vessel called "The ," whereof
 is Master, now lying in the port of , a full
 description whereof is contained in the copy of the certifi-
 cate of her registry hereto annexed, together with all the
 tackle, apparel, utensils and appurtenances whatsoever to
 the said ship or vessel belonging, or in any wise appertain-
 ing; which said ship or vessel has been duly registered in
 the Custom House at the of , as ap-
 pears by the said register.

And it is further mutually agreed that the said pur-
 chase shall be completed on the day of next.
 at o'clock in the noon, when the said pur-
 chase money shall be paid; and on payment thereof pos-
 session of the said ship or vessel shall be duly given, and a
 bill of sale thereof to the said Purchaser duly executed and
 registered according to law.

In witness, etc.

FORM 111.

Agreement for Pasturing Live Stock.

Memorandum of Agreement made in duplicate the day of A.D. , between hereinafter called the Agistor of the first part and hereinafter called the Stockowner of the second part. Witnesseth that the parties hereto agree as follows:

1. The Agistor will take, graze and pasture on his farm (being Lot No. &c.) the live stock of the Stockowner at the following rates per week (or month as the case may be).

Horses (each).

Cows, &c., &c.

In addition to which the Stockowner shall furnish (*here state any fodder to be supplied by him*).

2. Said rates (*hereinafter called pasturage*) shall be payable every fourth week from the date when the stock is first taken in. Provided the Stockowner may vary the number of animals at pasture from time to time; but the broken part of a week is to be paid for as a full week.

3. The season for pasturing shall extend from
to .

4. The Agistor will give prompt notice of any sickness in the animals as soon as it comes to his knowledge, but the stockowner shall pay all veterinary expenses, and the Agistor will not be responsible for any loss caused by such sickness or by vice or restiveness in the stock or which he could not prevent by the exercise of ordinary care.

5. The stockowner shall not remove any animal without permission while any of said pasturage is owing, and the Agistor shall have a general lien on all the animals in his custody for the pasturage from time to time owing and when any of said pasturage is overdue said lien may be enforced (after one week's notice) by the sale at auction or by private contract of said animals or one or more thereof.

In witness, etc.

FORM 112.

Agreement between Master and Servant.

Agreement, made this day of 19 ,
between , of , hereinafter called the Master,
of the one part, and , of , hereinafter
called the servant of the other part.

I, the undersigned master, hereby agree to take the said servant into my service as coachman, at the yearly wages of dollars, payable monthly; and I, the said servant, declare that I understand and am competent to properly perform the duties of such a situation and hereby agree to serve the said master, honestly, soberly and faithfully, at all times and in all respects, during my service; and will conform to the hours and rules of his establishment, and conduct myself with decorum and respect towards him, his family, and friends; and not absent myself from such service at any time without his leave; and it is further mutually agreed that such service may be determined at any time by either party giving the other one month's notice in writing, or on payment by the said master of a month's wage in advance, except in case of unjustifiable misconduct, when the same shall be forfeited absolutely.

Dated this day of 19 .

FORM 118.

Agreement with Company for Medical Attendance on Employees.

Memorandum of Agreement made this day of
 hereinafter called the Doctor of the
 first part and Company, Limited, hereinafter called
 the Company of the second part.

Whereas the Company is engaged in the business of
 and regularly employs from five hundred to seven
 hundred men throughout the year and requires the services
 of a physician and surgeon who shall always be available to
 administer to said men in case of injury or sickness during
 their employment; and whereas the Doctor is a regularly
 licensed practitioner entitled under the laws of this Pro-
 vince to practice as a physician and surgeon. Now this
 agreement witnesseth as follows:

1. The Doctor will promptly on call, attend all or any
 of said employees when injured or taken ill while in the
 employ of the Company and will administer to them and
 perform (both) minor (and major) surgical operations ac-
 cording to the best of his skill and knowledge.

2. The Doctor shall at all times at his own expense keep
 himself provided with surgical instruments and materia
 medica sufficient for the purposes aforesaid, but shall not
 be expected to provide nursing or attendance.

3. This agreement shall be for the period of but
 may be terminated by either party on notice.

4. In consideration of the foregoing the Company will
 pay the Doctor:

- (a) The sum of \$ per annum payable monthly, or
- (b) The sum of fifty cents per man per quarter reckoned
 on the total number employed during said quarter.

In witness, etc.

FORM 114.*Agreement between Merchant and Salesman.*

It is agreed this day of 19 ,
between and , both of , in manner
following, that is to say:

The said covenants and agrees faithfully and
diligently to serve and act as the clerk or salesman of the
said in his store in from the day of the
date hereof, for and during the space of one year, if both
parties shall so long live, without absenting himself from
the same; during which time he, the said will in
the store of the said faithfully, honestly and dili-
gently attend, doing and performing all matters pertaining
to his duties as clerk or salesman aforesaid, and in all
respects complying with the request and desire of the said
 relative to the discharge of such duties.

In consideration of which services so to be performed by
the said he, the said covenants and
agrees to allow and pay to the said the yearly sum
of by four equal quarterly payments, or oftener, if
required; provided nevertheless that payment for all time
during which the said may be absent from the
store of the said is to be deducted from the
sum, otherwise by this agreement due from, and payable,
by, the said to the said .

Witness our hands, etc.

FORM 115.*Agreement between Merchant and Travelling Salesman.*

Agreement made this day of ,
between of , and , of
merchants and co-partners, doing business under the firm
name and style of & Co., of the one part, and ,
of , travelling salesman, of the other part.

The said salesman shall enter into the service of the said firm as a traveller for them in their business of merchants, for the period of _____ years from the day of _____, 19____, subject to the general control of said firm.

The said salesman shall devote the whole of his time, attention and energies to the performance of his duties as such salesman, and shall not, either directly or indirectly, alone or in partnership, be connected with or concerned in any other business or pursuit whatsoever during the said term of _____ years.

The said salesman shall, subject to the control of the said firm, keep proper books of account, and make due and correct entries of the price of all goods sold, and of all transactions and dealings of and in relation to the said business, and shall serve the said firm diligently and according to his best abilities in all respects.

The fixed salary of the said salesman shall be the sum of _____ dollars per week for the first year, payable by the said firm weekly from the commencement of the said service, on the _____ day of _____, and _____ dollars per week for the second year, and _____ dollars per week for the third year, payable weekly in like manner, from the commencement of such respective years.

The reasonable travelling expenses and hotel bills of the said salesman, incurred in connection with the business of said firm, shall be paid by the said firm, and the said firm shall from week to week pay to the said salesman the said travelling expenses and hotel bills in addition to the said fixed salary.

In witness, etc.

FORM 116.*Agreement between a Paid Agent and a Publishing Company
for Sale of Books of the Company.*

MEMORANDUM OF AGREEMENT made this day
of , 19 , between the Company of
in the County of York, hereinafter called the
Company of the one part, and A. B., hereinafter referred to
as "Representative" of the other part.
WITNESSETH:

The said representative for the consideration hereinafter named, hereby accepts the local agency for that part of the Province of Ontario described in the 1st schedule hereto, for the books and bibles of said Company, and hereby agrees to do at least 52 days canvassing (two months) in accordance with the instructions of the said Company to introduce the books and bibles of said Company exclusively, securing as many subscriptions as possible; and to work and report regularly each week giving all information indicated by report blanks furnished by the said Company. The said representative further agrees to order on regular order blank forms according to instructions for order; to, all books reported as sold, and deliver same to subscribers, and to remit the regular agents' price (10 per cent. discount from retail price) for all books ordered, either at the time of ordering or within twenty days, as per conditions of the usual credit arrangement of the said company. Should the said representative fail to work regularly and report weekly and order books as herein specified, or fail to remit money for books ordered within twenty days, the said local representative agrees to accept 10 per cent. commission on said books as full compensation for services under this contract. All moneys collected by the said local representative from the sale of books ordered is received in trust as local representative of the said Company and shall not be disbursed or retained except as hereinafter provided.

Descriptive
tative."

B.D.C.

Said Company agrees to pay the said representative \$2 per day, eight hours to be considered a day, 26 days to be one month, for the actual time spent in canvassing, which is not to be less than 52 days regular work, as above agreed, such salary to be paid as follows: The said representative will be allowed to retain from his (or her) collections 40 per cent. commission on the retail price of books sold as above agreed, and if 40 per cent. commission on all the books reported as sold does not cover a sum of \$2 per day for the time spent in soliciting subscriptions for the said books, the said Company agrees to remit the deficiency, as soon as said local representative has completed 52 days regular canvassing, and has ordered and paid for all the books reported as sold during that time. If said commission exceeds the \$2 per day herein guaranteed the representative will be allowed the overplus commission in addition to the salary of \$2 per day, and shall also be allowed the amount of freight charges, and premium books as provided in the 2nd schedule hereto.

It is distinctly understood and provided that 60 per cent. of the retail price of all books ordered by the said representative is the sole property of the said company, to accompany the order or to be collected in trust by the said representative to be remitted promptly within twenty days from date of invoice.

In witness whereof the said Company and the said representative hereunto setting their hands and seals the year and day first above written.

Schedule.

Description of district to be canvassed by the "representative."

FORM 117.*Another Form.*

THIS AGREEMENT made this _____ day of _____, 19____, between the _____ Company, hereinafter referred to as "Company," and _____ hereinafter referred to as "Local Agent." WITNESSETH:

1. Said local agent for the consideration hereinafter named, hereby accepts the Local Agency for that district in the Province of Ontario, described in the schedule B. attached hereto for books and bibles of said Company, and agrees to devote as much time in canvassing as circumstances may permit, to work the territory thoroughly and systematically, making it a rule to canvass every family, thus giving everybody a chance to subscribe for some book or bible; to report weekly when working or to report at least once every three weeks if not working, stating the reason for not working, and the prospects for beginning work, it being understood that if the said local agent should not report for three weeks, the said Company will be at liberty to secure a new agent for the territory; to make a general delivery of books and bibles six weeks from the date of beginning work, and to make a general delivery about once every six weeks thereafter while representing the said Company, to order according to instructions for ordering, on our regular order forms, all books and bibles reported as sold, and deliver same to subscribers, and to pay for all books and bibles ordered at regular agents' price (10 cents discount from retail price) either at the time of ordering or within twenty days after arrival at destination, as per conditions of the usual credit arrangement of the said Company; to try to secure a substitute if unavoidably prevented from beginning and continuing the local agency work, or return the outfit postage paid if unable to work or secure a substitute

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For, and in consideration of the above named services, the said Company agree to allow, and the said local agent agrees to accept as full compensation 10 per cent. commission on the retail price of books ordered and paid for at the regular agents' price, and the said company further agrees to pay the freight charges on cash orders amounting to \$50 or more at regular agents' price; to give one book free with every 25 ordered of one kind at one time, and six additional books free when 100 of one kind have been ordered, making ten books free with every 100 of one kind, ordered; to equal or exceed the terms offered by any other responsible and reliable Company, that may seem more liberal than the terms herein set forth, provided a copy of letter or contract setting forth such terms shall be sent to the undersigned Company to peruse the terms and conditions, the same to be returned to the said local agent.

In witness whereof, the said Company and said local agent hereunto set their hands and seals, the year and day first above written.

I.

Schedule.

Description of District to be worked by local agent.

FORM 118.

Agreement with a Clerk or Workman.

This agreement, made the _____ day of _____, 19____, between A. B. of _____, in the county of _____ and C. D. of _____, in the county of _____, witnesseth:

That the said C. D. covenants and agrees faithfully, truly, and diligently to write (*or work*) for the said A. B. as his clerk (*or journeyman*) in the office (*or shop*) of the said A. B. at _____ aforesaid, in his business (*or profession*) of _____ from the _____ day of _____ instant, for and during the space of _____ years.

In consideration of which service, so to be performed, the said A. B. covenants and agrees to pay to the said C.D. the sum of dollars annually, in four equal quarterly payments.

And it is understood and agreed, between the aforesaid parties, that the death of either of them occurring prior to the expiration of the said term of years, this agreement shall thereupon terminate.

Signed, etc.

FORM 119.

Agreement between Employer and Labourer.

Agreement made between of , employer, and of , labourer.

The said employer hires and employs the said labourer in the said employer's business, in the town of , in the capacity of a , and agrees to pay him during the time that he shall remain in such employment dollars per week, all upon the terms and conditions of this agreement.

The said labourer does agree to and with the said employer that he will devote his entire time, skill, labour, and attention to the said employment, during the time for which he may be so employed at the wages aforesaid.

It is expressly provided and agreed between the parties hereto, that said employer may at any time terminate said employment, at his election, upon payment to said labourer of what may be coming to him, at the rate aforesaid, on the evening of the day of his actual discharge; that said employer shall be the sole judge of the cause for the discharge, and that any agreement or arrangement whereby the said labourer has been heretofore employed by said employer is hereby cancelled, released, and discharged at this date.

Signed this day of 19 .

FORM 120.

Agreement between Company and Employee. A Portion of the Salary being Deferred till the End of the Year of Service.

ARTICLES OF AGREEMENT made this _____ day of _____, 19____.

BETWEEN _____ hereinafter called the Company, of the first part, and A. B., hereinafter called the Employee, of the other part.

WITNESSETH:

The Company agrees to employ A. B. aforesaid, who agrees to render undivided attention in the best interest of the work in the institution in accordance with the discipline, rules and regulations in force by said Company, and in accordance with the instructions given from time to time by the management. For such said faithful services, the said Company agrees to pay the said employee as follows:

\$ _____ per week, and at the end of the current year to pay (providing the said employee is still in the service of the Company) the difference between the amount received and \$ _____ per week for regular continued services rendered.

It is agreed that should the Company find it necessary to dispense with services of the aforesaid employee through no fault of the latter he shall be paid the difference between what he has received and \$ _____ per week for the time worked continuously. Should the said employee for his own benefit or for any reason of his own, see fit to vacate the position, the salary he has received to the date that he severs his connection, plus \$ _____ per week of unpaid salary, is hereby accepted by the said employee in full settlement for services rendered.

And it is hereby understood and agreed that this contract applies only and distinctly refers to continual and regular service for the current calendar year, and should the said employee be absent without leave for three days or more,

it shall be considered he has seen fit to vacate the position, or to be in a similar position as if he had been discharged for breach of discipline or other good reasons produced by negligence. In the event of the management seeing fit to re-employ the said employee he shall distinctly understand that services rendered will date from the time he or she is re-employed.

In witness whereof the parties hereto have set their hands and seals the day and year first above written.

Date

FORM 121.

To Pay a Debt Contracted During Infancy.

This agreement, made this day of ,
between , of , hereinafter called the
Debtor, and , of , hereinafter called
the Creditor,

Whereas on the day of , 19 ,
said Debtor, being then a minor, purchased of the said
Creditor a watch, for the sum of dollars, and having
now attained his majority and being desirous of ratifying the
purchase, for the purpose of giving full effect to his liability
for the payment of such debt, proposes to enter into the
following agreement: Now these presents witness, that in
consideration of said purchase and the delivery of said watch
to him, as aforesaid, and of the agreement on the part of
said creditor hereinafter contained, he, the said debtor,
hereby expressly acknowledges the said debt to be justly due
to the said , and agrees to pay the same within
 months from the date hereof, together with the in-
terest thereon at the rate of per cent. per annum.

And the said creditor, in consideration of the promise and
agreement hereinbefore contained, hereby agrees that he will
not sue for or require payment of the said debt unless and
until default shall be made in payment thereof at the time
hereinbefore appointed.

In witness, etc.

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FORM 122.

Agreement to Revive Outlived Debt.

MEMORANDUM OF AGREEMENT made this _____ day
of _____ . Between hereinafter called the debtor and
hereinafter called the creditor

WHEREAS the creditor is the holder of a promissory note
for the sum of \$ _____ dated the _____ day of _____ made
to him by the debtor, and has forbore to bring action on
the same which is, therefore, barred by the Statute of Limita-
tions, and whereas the debtor desires, notwithstanding said
statutory bar, to arrange the payment of the said sum.

NOW THIS AGREEMENT WITNESSETH that in consideration
of the premises the debtor hereby acknowledges the said sum
of \$ _____ to be justly owing to the creditor, and agrees
to pay the same on the _____ day of _____ , and
the said creditor agrees to extend the time for payment of
said sum to said last-mentioned date.

In witness, etc.

FORM 123.

Agreement for Publishing on Terms of Division of Profits.

Agreement made this _____ day of _____ 19____
by and between _____ , of _____ (author),
party of the first part, and _____ , partners, doing
business as publishers and booksellers in the said _____
under the firm name and style of _____ & Co., parties
of the second part. The said author agrees to prepare for
publication and superintend through the press, a work written

by him, to be comprised in one octavo volume of about _____ pages, and to be entitled _____. The said publishers shall procure such work to be printed, and shall publish the _____ edition of the said work, to consist of not exceeding _____ copies, and shall defray the expenses of paper, printing and advertising, and account to the said author for all copies sold and delivered out of the same, giving credit only for the trade sale-price they, the said publishers, shall charge to the booksellers, and being allowed a commission of _____ per cent. on the amount of all copies of said work sold or delivered. In consideration of which the said publishers agree to take the risk arising from bad debts and otherwise attending the sales upon themselves; and after the charges are refunded by the sales of the said work, the profits shall be divided in equal moieties between the said author and the said publishers. The accounts shall be made up on the first days of January and July of every year, and the moiety of profits, if any, that may be due to the said author, shall be paid to him by the said publishers on the first day of the month following. It is hereby also agreed between the said parties that, should a further edition or editions of the said work be required, the said publishers shall have the option of agreeing with the said author for the printing and publishing the same upon such terms as may be hereafter agreed upon. It is also further agreed between the said parties that, in case all the copies of the above-named edition of the said work shall not be sold off at the end of _____ years after the publication, the said publishers shall be at liberty, but shall not be compellable, to dispose of the remaining copies unsold by public or private sale, or in such manner as the said publishers shall deem most advisable, and shall account for the said unsold copies at such price or prices only as they shall actually be sold for, so that the account with reference to the said work may be finally settled and closed. The said author shall be entitled to _____ copies of the said work free of charge.

In witness, etc.

FORM 124.

Agreement that Publisher shall pay a Specified Sum for each Edition.

Agreement made this day of 19 , between , of , hereinafter called the author, and , of , hereinafter called the publisher.

Whereas the said author has written a book to be entitled , it is hereby mutually agreed that the said publisher shall purchase the copyright of the same on the following terms:

The said publisher shall bear the whole expense and risk of the paper and printing of the said book, and the publication thereof.

The said publisher, his executors, administrators, or assigns, shall pay to the said author the sum of dollars for the first edition of the said book, when copies shall have been sold, and for the second and every future edition the sum of dollars, to be paid three months after the day of publication, no edition to exceed copies, and copies of each edition to be supplied gratis to the author, and any number of copies at trade price.

The said author shall revise any new edition of the said work and correct the proofs.

In case of the death of the said author, or his inability to edit the said work, the said publisher, his executors, administrators, or assigns, shall be at liberty to employ such editor as he or they may think fit, and, after deducting the payments to such editor, the balance, if any, of the said sum of dollars, or dollars, as the case may be, shall be paid to the said author or his representatives.

In case copies of the first edition of the said book shall not be sold within years from the date of publication, the said publisher shall be at liberty to use the same for waste paper, and shall not be liable to pay the aforesaid sum of dollars to the said author.

In witness, etc.

FORM 125.

13 percent for payment of a Royalty on all Copies Sold.

This agreement, made this _____ day of _____, 19____, by and between _____ of _____, author, party of the first part, and _____ and _____, partners, doing business as publishers and booksellers, in said _____, under the firm name and style of _____, parties of the second part, witnesseth:—

That the said author, for and in consideration of the promises and agreements of said firm hereinafter mentioned, hereby promises and agrees to and with said firm to furnish and deliver to said firm the manuscript of a certain literary work entitled _____, of which said work he is the author; and to obtain, or permit said firm to obtain a good and sufficient copyright of said work.

That said author hereby gives and grants to said firm the exclusive right to use the copyright of the work aforesaid, and the exclusive right to publish said work for and during the time for which said copyright, or any renewals thereof, shall be or remain in force:

That said firm, for and in consideration of the promises and agreements of said author hereinbefore mentioned, hereby promise and agree to and with said author, to stereotype, illustrate, print, manufacture in the best style suited to the work, and publish said work, to keep the market fully supplied with the same, to advertise the same as much as in their discretion shall seem expedient, to enter the same on their catalogues and trade lists, and to use their best endeavours to sell the same, for and during the time for which said copyright, or any renewals thereof, shall remain in force :

That said firm hereby promise and agree to make semi-annual returns to said author on the first days of February and August respectively, in each year, containing a statement of all sales of said work made by said firm for and during the six months ending, thirty-one days before said first days of February and August respectively;

And that said firm hereby promise and agree to pay to said author, his assigns or legal representatives, for the use of said copyright, per cent. of the retail price on all copies of said work so sold, in semi-annual payments on the first days of February and August in each year respectively, each of which payments shall consist of said per cent. on the retail price of all copies of said work sold by said firm during the six months ending, thirty-one days before the day of payment so due, in cash, if the sum thereof so due shall be less than one hundred dollars, but by the note of said firm, payable four months from the day of payment so due as aforesaid, if said sum shall amount to or exceed one hundred dollars.

And it is also understood and agreed by and between said parties that all copies of said work given to editors or reviewers, according to the custom of the publishers' trade, shall be free from the charge for copyright, and that said firm shall pay nothing to said author, his assigns or legal representatives, therefor;

And that the stereotype and other plates made by said firm, and used in printing or illustrating said work, shall be the property of said firm;

And that this agreement shall enure to, and be binding on, the heirs, assigns, and legal representatives of said parties to this agreement.

In witness, etc.

FORM 126.***Agreement for the Purchase of the Sole Right of Compound-
ing and Selling a Patent Medicine, for a Term of Years,
for a Share of the Profits.***

Agreement made this day of , 19 ,
between , of , hereinafter called the
proprietor, and , of , hereinafter called
the purchaser. It is agreed as follows:

The proprietor, for the considerations hereinafter mentioned, hereby grants and assigns unto the purchaser all and singular the right and interest of him, the proprietor, of and in certain medicines or preparations, called respectively , whereof he is the sole proprietor and owner.

The proprietor shall not at any time hereafter disclose or make known, to any person or persons whomsoever, the said recipes, whereby the said medicines or preparations, or any of them, may be compounded or made up.

The proprietor shall not at any time hereafter, either by himself or by an agent, or otherwise, make up or compound the aforesaid medicines or preparations or any other of the same description, and shall not permit or allow the same or any of them to be made up or compounded by any person or persons whomsoever, under or by virtue of any license or authority by him to the proprietor heretofore given or granted, or by him to be hereafter given or granted.

In consideration of the aforesaid articles the purchaser shall pay to the proprietor annually one moiety of the net profits arising from the sale of the aforesaid medicines or preparations during the term of years, after which term the purchaser shall be entitled to hold the proprietorship of the said medicines and preparations without account.

The purchaser shall, during the said term of years, render to the proprietor annually, on the day of a statement and account of the sale of the said aforesaid medicines or preparations, together with the cost

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of preparing the same, and the cost of advertising the same, whereby the net profits arising from the sale of the medicines or preparations may be ascertained.

The expense of advertising the said medicines or preparations during the said term shall not be greater or otherwise than the sum to be agreed on between the purchaser and the proprietor by a memorandum in writing.

Within days after rendering the account mentioned in the articles, the purchaser shall pay to the proprietor the share or proportion of the net profits due to him on the said account.

The proprietor shall be entitled to call upon the purchaser to produce books in order to verify or prove the accounts to be rendered by him in pursuance of the article.

In witness, etc.

FORM 127.

Agreement for Sale of Unpatented Process.

AGREEMENT made in duplicate this day of , Between hereinafter called the first party, and hereinafter called the second party.

WHEREAS the first party has been engaged in the manufacture of Baking Powder (or Mince Meat or Worcester Sauce, &c.), by a secret process or formula which he has hitherto kept as a trade secret and the second party has agreed for the purchase of said trade secret and the exclusive use thereof for the consideration hereinafter mentioned.

1. The second party will pay the first part forthwith on the execution of this agreement the sum of \$

2. The first party will remain with the second party for the period of weeks for the purpose of thoroughly instructing the second party in said manufacture and imparting to him said trade secret and the second party will pay the first party the salary of \$ per week during said period.

3. For the consideration aforesaid the first party for himself, his heirs, executors, administrators and assigns covenants with the second party, his executors and administrators:

(a) To give said instruction and impart said Trade Secret as aforesaid.

(b) That he has not at any time disclosed or done any act that would lead to the disclosure of said trade secret to any person other than the second party.

(c) Not to disclose said trade secret to any other than the second party and at the request and costs of the second party to take all lawful measures to prevent said trade secret being used by any other person.

(d) To pay to the second party for every breach of any of the foregoing covenants the sum of \$ _____ which sum shall be reckoned as liquidated damages. Provided that this covenant shall not prevent the second party from bringing an action for any greater sum for such breach of covenant.

In witness, etc.

FORM 129.

Agreement as to Sale of Unpatented Process.

(Another Form).

MEMORANDUM OF AGREEMENT made in triplicate this
day of April, 19 _____

BETWEEN A. B., of the City of _____ in the County
of York, Dentist, of the first part, C. D., of the said City of
_____, Broker, of the second part, and H. S., of the City of
Boston, etc., in the State of Massachusetts, one of the United
States of America, but at present sojourning in the said
City of _____ Mining Engineer, of the third part.

WHEREAS the said A. B. claims to have a process for
smelting and refining mineral bearing ores, whereby at least

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ninety-five per cent. of the total values of gold, silver, copper, lead, zinc, cobalt, nickel, sulphur and arsenic therein contained can be extracted from such ores in the form of a matte at a cost not exceeding in the gross \$2.50 per ton, and that a plant necessary to smelt ores by such process and reduce the same to matte, with a capacity of twenty tons per day of twenty-four hours, can be constructed at a cost not exceeding \$1,000.

AND WHEREAS the said A. B. has entered into a certain agreement with the said C. D., whereby the said C. D. has acquired a certain qualified interest in the said process.

AND WHEREAS the said A. B. and C. D. have agreed to sell and convey the said process and all rights connected therewith, and all improvements thereon or thereunder which may hereafter be made, to the said H. S., upon the terms and conditions and in the manner hereinafter set forth, at and for the price or sum of five million dollars.

NOW THEREFORE the respective parties hereto each for himself and his respective heirs, executors, administrators, agrees with the other of them respectively as follows:

1. The said A. B. covenants, agrees and declares that the said process is a practical and commercial success, and that metal bearing ores can be smelted and reduced to matte and at least ninety-five per cent. of the entire gold, silver, copper, lead, zinc, cobalt, nickel, sulphur and arsenic values contained in the said ores will thereby be saved and reduced to the form of matte at a cost not exceeding \$2.50 per ton of such ore.

2. That from such ores as may be silver ores and the contents thereof produce a silver matte the silver can be refined by the said process and the silver therein contained be reduced to practically pure silver at a cost not exceeding one-half cent per ounce of the silver contents of such matte.

3. That from such ores as may be copper ores and containing say eight per cent. of copper, the copper contained can be refined and reduced to practically pure copper at a cost not exceeding seven dollars and fifty cents per ton of ore, including the cost of reducing such ore to matte.

4. That in silver or copper ores containing lead, zinc, cobalt, sulphur and arsenic in addition to saving ninety-five per cent. of the silver and copper, the lead, zinc, cobalt, sulphur and arsenic can be saved at a commercial cost, the said cost however varying according to the percentage of such minerals contained in such ores, and part of the cost of recovering same being included in the cost of recovering and saving the silver or copper as the case may be.

5. The said H. S. covenants and agrees with the said A. B. and C. D. that he will, within _____ days after the execution of this agreement, including the day of such execution, deposit to the credit of _____ in the Bank of Canada, at the said City of _____, the sum of one hundred and fifty thousand dollars to be held in escrow and disposed of under the terms of this agreement.

6. That upon the said sum of one hundred and fifty thousand dollars being deposited as aforesaid, the said H. S. shall be allowed a further period of thirty days within which he shall deposit in the said Bank in like manner the further sum of four million eight hundred and fifty thousand dollars, the balance of the said purchase price of five million dollars.

7. That in respect of the said respective deposits time shall be strictly of the essence of this agreement, and if the said Smythe shall deposit the said sum of \$150,000, and then make default in the deposit of the said further sum of \$4,850,000, the said sum of \$150,000 shall immediately be forfeited to and become the property of the said A. B. and C. D., and the said _____ shall thereupon forthwith pay over the same to the said A. B. and C. D.

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8. That upon the deposit of the said \$5,000,000 as afore-
 said, tons of ore shall be obtained, either by the
 said H. S., or the said C. D., the said C. D. undertaking
 to procure the same if the said H. S. does not desire to do
 so, and each of the said parties hereto shall be entitled and
 permitted to sample same and take samples therefrom, and
 the said A. B. shall immediately proceed to smelt and
 refine one-half of such ore, and upon the completion of such
 smelting and refining he shall produce the various metals
 recovered therefrom, and declare in writing the exact cost
 of recovering the same, and if the recovery of metals amounts
 to not less than ninety-five per cent. of the metals contained
 in said ores, and the cost of treatment and recovery of the
 metals does not exceed the cost hereinbefore declared to be
 the cost of such treatment and recovery, the said A. B. shall
 in the presence of the said H. S., or such other person as he
 may appoint, proceed to smelt and treat the remaining one-
 half of the said tons of ore, and if the metal recov-
 ered therefrom is equal to or greater than the metal recovered
 from the first one-half of said tons, and at a cost
 not exceeding the cost of treating the said first one-half of
 said tons of ore, and the cost of such treatment and
 recovery does not exceed the cost hereinbefore declared to
 be the cost of such treatment, then and in such case the said
 shall immediately pay over to the said A. B.,
 and C. D., the said sum of \$5,000,000, but should the said
 recovery be less and the said cost greater than hereinbefore
 declared, the said \$5,000,000 shall immediately be repaid by
 the said to the said H. S.

9. As a further consideration for the said five million
 dollars the said A. B. covenants and agrees that in the event
 of a sale being completed hereunder he will upon request
 and at the expense of the said H. S., apply for all such
 patents as the said H. S. may consider requisite fully to pro-
 tect the said process in every particular, and in all and
 every country in which the said H. S. may decide to apply

for such patents, and that he will do, execute and perform all acts and deeds necessary in connection with such applications, or appoint the said H. S. or whom he may appoint, his attorney irrevocable for him the said A. B. for the purposes aforesaid and that upon the granting of any and all patent or patents, if in the name of him the said A. B. he will forthwith upon request, but at the expense of the said H. S., execute all necessary and proper assignment or assignments thereof.

AND FURTHER that he will fully inform the said H. S. of any improvement or improvements which he may at any time hereafter make in connection with the said process and convey the same to the said H. S., and join or assist in any necessary application for any patent or patents in connection therewith and assign such patent or patents, if granted to him, to the said H. S.

AND the said A. B. further covenants and agrees with the said H. S. that he has not disclosed the said process, or any particulars thereof to any person or persons, and that he will not disclose the same to any person or persons other than the said H. S. and whom he may appoint.

AND FURTHER that he will concurrently with the completion of the sale hereunder convey to the said H. S., or whom he may appoint the experimental plant now in use by him in the said City of

The said C. D. hereby consents to this agreement and all the terms and conditions hereof and covenants and agrees to be bound thereby.

AND IT IS HEREBY PROVIDED AND AGREED that the covenants, conditions, stipulations and agreements herein contained on the part of the parties hereto, shall extend to and enure to the benefit of their respective heirs, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

Signed, sealed and delivered }

In the presence of }

FORM 130.

Agreement as to Line Fence.

We, _____ and _____, owners respectively of
lots (or parts of lots) _____ and _____ in the
concession of the Township of _____ in the County of _____
do agree that the line fence which divides our
said properties shall be made and maintained by us as fol-
lows: That part of the said line which commences at _____
and ends at _____ shall be fenced, and the fence main-
tained by the said _____ and that part thereof which
commences at _____ and ends at _____ shall be
fenced, and the fence maintained by the said _____
The fence shall be of the following description (*state*
the kind of fence, height, material, etc.), and shall cost at
least _____ per rod. The work shall be commenced
within _____ days, and completed within _____ days
from this date.

Dated this _____ day of _____ 19 _____.

FORM 131.

For the Sale and Purchase of Standing Grain.

An agreement made, etc., between _____ hereinafter
called the Vendor, of the one part: and _____ herein-
after called the Purchaser, of the other part.
The said Vendor, in consideration of _____ dollars to
him paid by the said Purchaser upon the execution hereof,
hereby agrees to sell, at the price hereinafter mentioned, and
at his own expense to duly harvest, thresh out, and deliver
in good condition to the said purchaser, who hereby agrees to
purchase, and take delivery at his mill at _____ aforesaid,
within _____ weeks from the date hereof, _____ bushels
of good wheat now growing and being on the said Vendor's
farm, being Lot No. _____ in the _____ concession of
_____ ; the balance of the purchase money for such

wheat to be paid on delivery at the then market price. And in order to secure the repayment of the said sum of dollars, in case of the non-delivery thereof accordingly, and the damages and expenses attending the same, he the said Vendor has entered into and delivered unto the said Purchaser his promissory note, bearing even date herewith, for that sum upon the condition hereinafter expressed. And it is further mutually agreed that the said promissory note shall be held and not negotiated by the Purchaser, and be considered liquidated, and become absolutely void on delivery of the said wheat at the time and place afore-said; but in case of the non-delivery thereof accordingly, the said promissory note shall then remain in full force for the recovery of the said sum of _____ dollars with all costs and charges, as and in the nature of liquidated damages, between the said parties for the non-performance of this agreement.

In witness, etc.

FORM 132.

Appointment of Real Estate under a Power in a Marriage Settlement to a Son in Fee, Without Prejudice to Life Estate.

To all to whom these presents shall come, I
of _____, send greeting:

Whereas by an indenture dated the _____ day of _____ 19____, certain lands and tenements were conveyed to the trustees therein named in trust from and after the solemnization of the then intended marriage to the use of me, the said _____ during my life, with the remainder to use of _____, my intended wife, during her life, with remainder to the use of such one or more children of the said intended marriage in such parts, shares and proportions as

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I and my said intended wife by deed should jointly appoint, and in default of such appointment then as the survivor should by deed or will appoint; and whereas my said wife died on the day of , 19 ; and whereas the said joint power of appointment was never exercised; and whereas there were issue of the said marriage two children only, that is to say and ; and whereas I am desirous of making such appointment as is hereinafter contained: Now these presents witness, that in exercise and execution of the power given to me by the said indenture, and of every other power in any wise enabling me in that behalf, I hereby irrevocably appoint that all the said lands and tenements which now are by any means whatsoever subject to the uses of the said indenture shall, subject and without prejudice to the life estate limited to me by the said recited indenture, henceforth go and remain to the use of , one of the said children: To have and to hold to him, his heirs and assigns forever.

In witness, etc.

FORM 133.

Appointment of a Share of Settled Personal Estate by Father and Mother to a Daughter in contemplation of Marriage.

To all to whom these presents shall come:

A. B., of etc., and C., his wife (father and mother of intended wife), send greeting: Whereas by an indenture dated, etc., and made between, etc., (being the settlement made in consideration of the marriage then intended, and which was shortly after solemnized, between the said A. B. and C. his wife, then C. D.), it was agreed and declared that the said (trustees of that settlement) should stand possessed

of the trust funds herein mentioned, upon the trusts therein declared during the lives of the said A. B. and C. D., and the life of the survivor of them, and after the decease of such survivor, in trust for all or such one or more of the children, and remoter issue of the said intended marriage, at such ages or times, age or time, in such shares, if more than one, upon such conditions, and in such shares, if more than one, upon such conditions, and in such manner as the said A. B. and C. D. should by any deed or deeds jointly appoint: And whereas the funds subject to the trusts of the said indenture of settlement now consist of the following particulars, that is to say: the sum of \$ _____, invested in mortgage of real estate in the names of the said trustees: And whereas there are five children now living of the said A. B. and C. his wife: and whereas a marriage is intended shortly to be solemnized between E. F. (one of the said children) and G. H., of, etc.: and whereas, the said A. B. and C. his wife, are desirous of making such appointment to, or in favour of the said E. F. as is hereafter expressed: Now these presents witness, that the said A. B. and C. his wife, in exercise of the power for this purpose given to them by the said indenture of settlement as aforesaid, and of all other powers (if any) then hereunto enabling, hereby appoint, that if the said intended marriage shall be solemnized before the expiration of twelve calendar months from the date of these presents, the trustees for the time being of the said indenture of settlement, shall from and after the decease of the survivor of the said A. B. and C. his wife, stand possessed of one equal fifth part or share of and in the trust moneys, stocks, funds, and securities for the time being, subject to the trusts of the said indenture of settlement, in trust for the said E. F. absolutely.

In witness, etc.

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FORM 134.

*Appointment to a Daughter of a Share of Trust Funds under
a Power Contained in a Will.*

To all to whom these presents shall come, I
of _____, send greeting:

Whereas _____, of _____, deceased, duly made
and executed his will, and thereby gave and bequeathed the
residue of his personal estate to _____ and
trustees, in trust for me, the said _____, during my
life, and from and after my decease, in trust for such child
or children of me, the said _____, as I should by deed
or will appoint, and in default of such appointment, upon
the trusts therein mentioned or referred, and the said testator
by his will appointed the said trustees the executors thereof,
and whereas the said testator died on the _____ day
of _____, 19____, and his said will was duly proved on
the _____ day of _____, 19____, by the said
executors in the Surrogate Court for the County of _____
and the residuary personal estate of said testator is now
represented by the several stocks, funds, and securities speci-
fied in the schedule hereunder written; and whereas I have
four children, all of whom are now living, but one only,
namely, my daughter _____, has attained the age of
twenty-one years; and whereas a marriage is intended shortly
to be solemnized between my said daughter and _____;
now these presents witness that I, the said _____, in exer-
cise of the power given to me by the said will, and of every
other power enabling me in this behalf, hereby appoint
that one equal fourth part or share of and in the said stocks,
funds, shares and securities specified in said Schedule, and
of and in all other residuary estate of the said testator, and
of and in the stocks, funds, shares, or securities for the time
being representing such fourth part, shall from and after my
death remain and be held in trust for my said daughter _____:

provided always that the appointment hereby expressed to be made shall be void if the said intended marriage shall not take place within calendar months from the date of these presents.

In witness, etc.

(Annex Schedule above referred to).

FORM 133

Appointment, by Wife, of Personal Estate, to take Effect on Her Decease.

To all to whom these presents shall come, I wife of
of, etc., send greeting:

Whereas, by an Indenture, bearing date, etc., made between the said (by her then name and addition of, etc., spinster), of the first part, the said of the second part, and and of the third part, it was agreed by the said parties that the said and amongst other things, should stand possessed of certain capital stock in, etc., in the said indenture mentioned to have been transferred, on the day of the date thereof, to the said and by the said and any other estate which might thereafter be substituted therefor, in trust to receive and collect the income, profits and dividends of the said capital stock or substituted estate, so often and whenever the same should be payable, and to pay over the same, or so much thereof as the said should not direct to be added to the principal for the purpose of accumulation to the said during her coverture, upon her sole and separate receipt therefor, and free from the control or interference of her said husband or any other person whatsoever: and in trust, upon the decease of the said

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during the lifetime of her said husband, to transfer and pay over the said capital stock or substituted estate to such person or persons as she the said _____ by any instrument or note in writing subscribed by her in presence of at least two credible witnesses, should order and appoint to take and receive the same:

Now know ye, that I, the said _____, by virtue and in pursuance of the said powers and limitations in the said indenture contained, and in pursuance of every other power and authority in me now being, do direct and appoint the said _____ and _____ as soon after my decease as conveniently may be, to transfer and pay over to _____ of _____, the whole of the said capital stock or substituted estate, and the incomes, profits and dividends thereon accrued, which shall not have been received by me, to her sole and separate use, according to the limitations, trusts, and true intent of the said indenture.

In witness, etc.

FORM 136.

Appointment to Change Investments.

To all to whom these presents shall come, I _____ wife of _____, of _____, etc., send greeting:

Whereas, by an indenture bearing date, etc., made between, etc., it was agreed by the said parties that the said _____ and _____ trustees therein named should stand possessed of _____ shares in the bank of, etc., and all dividends, incomes, and profits thereon, in trust for the sole and separate use of me the said _____ during my coverture, and that the said _____ and _____ should have power with the approbation or at the request of _____, the said _____, expressed in writing, to sell and dispose of the said trust estate or any part of it, and the proceeds to invest in other personal, or in real estate, according to the written direction of me the said _____

and that the estate so purchased should be had and held by the trustees for the same uses and purposes, and upon the same trusts, as are declared in and by the said indenture of and concerning the said bank shares; and that the same might be sold, and the proceeds re-invested from time to time.

Now, know ye, that I, the said _____, by virtue of the power of appointment limited to me in the before-recited instrument, and of every other power and authority hereunto enabling me in this behalf, do hereby request, authorize and appoint the said trustees to make sale of the whole of the said bank shares, and the proceeds thereof to invest by purchase in a certain tract or parcel, situate, etc. (*describe the particular estate*); and I do further declare, limit and appoint the said (trustees) and their heirs, to stand seized of the said real estate to the same uses and purposes, and upon the same trusts, as in the said indenture are declared of and concerning the said bank shares.

In witness, etc.

FORM 137.

Revocation of Appointment, and New Appointment by Indorsement on the Original Deed of Appointment.

To all to whom these presents shall come, I the within named _____ send greeting:

Whereas the above named (appointee), died on the _____ day of _____, 19____, an infant and unmarried; and whereas my son, the above named _____, has by the will of _____ been sufficiently provided for; now these presents witness that I, the said _____, in exercise of the power reserved to me by the above written deed of appointment, and of every other power in this behalf me enabling, hereby revoke the appointments made by the above written deed on the trusts therein declared and con-

tained for and in behalf of my said daughter and my said son; and also, in exercise of the power reserved to me by the within written deed, and of every other power in this behalf me enabling, appoint that the above mentioned sum and securities heretofore appointed to my said daughter and my said son shall be and be held in trust for my other daughters, and : provided always that it shall be lawful for me at any time or times hereafter by deed to revoke all or any of the trusts herein declared, and to appoint and declare any new or other trusts or provisions concerning the same respectively.

In witness, etc.

FORM 138.

Apprenticeship Indenture.

This indenture made the day of .
 A.D. 19 , witnesseth that of , in
 the county of in the Province of Ontario, in
 the Dominion of Canada, hath put and placed out, and by
 these presents doth put and place out . And the
 said doth hereby put, place, and bind out him-
 self as an apprentice to of . To
 learn the art, trade, or mystery of . And with
 his master after the manner of an apprentice to serve from
 the day of , 19 , until the full
 end and term of years from thence next ensuing, and
 fully to be complete and ended. During all which time
 the said apprentice shall well and faithfully serve his said
 master, his secrets keep, and his lawful commands every-
 where, and at all times, readily obey. He shall do no damage
 to his said master, nor suffer any to be done by others; and
 if any to his knowledge be intended he shall forthwith give
 his master seasonable notice thereof. He shall not waste the
 goods of his said master, nor lend them unlawfully to any.
 He shall not play at cards, dice, or other unlawful games.

He shall not contract matrimony during the said term. He shall not haunt or frequent taverns, drinking saloons, or places of gaming, nor absent himself from the service of his said master; but in all things and at all times, during the said term, he shall behave himself towards his said master and all his, as a good and faithful apprentice ought to do.

For the due and full observance and performance of all which said articles by the said apprentice the said _____ and _____ with the said _____ do hereby respectively covenant, promise and agree;

In consideration whereof, the said _____ doth hereby covenant with the said _____ that he will at all times, during the said term, to the best of his means and ability, teach and instruct, or cause to be taught and instructed, his said apprentice in the art mystery or trade of a _____ which he useth: and also pay unto the said _____ for the use of the said apprentice the several sums following, that is to say:

And the said _____ agrees to find unto the said apprentice, during the said term (*stipulation as to clothing, etc.*)

In witness, etc.

FORM 139.

Indenture of Apprenticeship to Learn Housework.

This indenture, made the _____ day of _____, 19____, between _____, of the township of _____, in the county of _____, widow, of the first part, her daughter now of the age of _____ of the second part, and _____ of the same township, _____ of the third part, witnesseth that the said _____ by and with the consent of the said _____ her mother, testified by her execution of these presents, hath bound and put herself,

and by these presents doth bind and put herself apprentice to the said with him to dwell and serve from the day of the date hereof until the full end of the term of next ensuing, fully to be completed and ended; during which term the said her said master faithfully shall and will serve in all lawful business, according to her power and ability, and honestly and obediently in all things demean and behave herself towards her said master during the term aforesaid.

And the said shall and will teach and instruct or cause to be taught and instructed, the said apprentice in sewing, knitting, and house-wifery, the management of the dairy, and all matters connected with the calling of a farmer, properly to be taught to her the said apprentice; and shall and will during the said term find, provide, and allow her sufficient meat, drink, clothing, lodging, washing, and all other necessaries; and at the expiration of the term aforesaid shall and will give unto the said apprentice two suits of apparel.

In witness, etc.

Signed, sealed, etc.

FORM 140.

Apprenticeship Indenture, the Master to Clothe and Support.

Indenture made this day of , 19 , between of , hereinafter called the apprentice, and of , his father, parties of the first part, and of , hereinafter called the master, of the second part.

It has been mutually agreed between the parties hereto that the said apprentice shall be placed and bound out to the said master until day of , 19 , when the said apprentice shall reach the age of twenty-one years, under the covenants and stipulations herein contained.

The parties of the first part hereby agree that during all the term of the said apprenticeship said apprentice shall well and truly serve the said master in his trade or calling of a _____, in all such lawful work as the said apprentice shall be put to, according to the best of his knowledge, power and ability, and shall honestly and obediently behave himself in all things towards his master.

And the said Master on his part hereby promises, covenants, and agrees to teach and instruct the said apprentice, or cause him to be taught and instructed, in the trade or calling of a _____, by the best ways and means he can; and to provide him suitable clothing and maintenance during his said apprenticeship. (a)

FORM 141.

Cancellation of Apprenticeship Indenture Indorsed thereon.

Whereas the said apprentice within-named, a minor, was by said within-written indenture duly apprenticed to the said master to learn the trade and business of a _____ upon the terms and stipulations therein expressed, and divers disputes and differences having lately arisen between the said parties, it is hereby mutually agreed between the parties to said indenture that in consideration of _____ dollars now paid by the said father to the said master, the receipt whereof is hereby acknowledged, the said within-written indenture shall be and is hereby cancelled, determined and made void in all respects and to all intents and purposes whatsoever; that he, the said master, shall and will accept the sum of _____ dollars in full of all claims

(a) A provision for school instruction may be added as follows:—
To send the said apprentice to a school for instruction in reading, writing, and arithmetic, and other common studies, during _____ months in each and every year until he shall reach the age of _____ years, and to provide him with proper and sufficient school books.

and demands whatsoever he may have or might set up against the said father either under or by virtue of the said indenture, or otherwise howsoever; that no action or proceedings whatsoever, civil or criminal, shall hereafter be commenced by or on behalf of either of the said parties against the other or others of them, or his or their executors or administrator, under or by virtue of the said indenture, either for or in respect of such cancellation, or of any other act, matter, complaint or thing whatsoever touching or relating to the said apprenticeship. And also that the said apprentice shall neither enter into the service or employment of any other person or persons in the town of aforesaid, or within a circuit of _____ miles thereof; nor thenceforth divulge or disclose any of the secrets of the said master, or of his trade or dealings, or of his family or household affairs, or any other matter or thing whatsoever which may be injurious, prejudicial or derogatory either to the business or the character of the said master, or of any of his family, friends or servants.

In witness, etc.

FORM 142.

Articles of Clerkship.

Articles of agreement made (in duplicate) the
day of _____ in the year of our Lord one thousand
nine hundred and ____ . Between _____ of
(the father or guardian) of the first part,
son of the said _____ of the second part and
of _____ gentleman, one of the solicitors of the
Supreme Court of Judicature for Ontario, of the third part.
Witness, that the said _____ of his own free will
(and with the consent and approbation of the said
testified by his execution of these presents) hath placed and

bound himself, and by these presents doth place and bind himself, clerk to the said _____ to serve him from the day of the date hereof up to the day on which he shall be admitted as a student-at-law, or entered as an articled clerk, whichever shall first happen in accordance with the rules of the Law Society, and during and until the full end and term of years from the day of his so being admitted or entered then next ensuing.

And the said _____ doth hereby for himself, his heirs, executors and administrators, covenant with the said _____ his executors, administrators and assigns, that the said _____ shall and will well, faithfully and diligently serve the said _____ as his clerk in the practice or profession of a solicitor of the Supreme Court of Judicature for Ontario from the date hereof, during and until the full end of the hereinbefore mentioned term.

And that the said _____ shall not at any time during such term, cancel, obliterate, injure, spoil, destroy, waste, embezzle, spend, or make away with any of the books, papers, writings, documents, moneys, stamps, chattels, or other property of the said _____ his executors, administrators or assigns or of his partner or partners, or of any of his clients or employers.

And that in case the said _____ shall act contrary to the last mentioned covenant or if the said _____ his executors, administrators or assigns, or his partner or partners, shall sustain or suffer any loss or damage by the misbehaviour, neglect or improper conduct of the said _____ the said _____ his heirs, executors or administrators shall indemnify the said _____ and make good and reimburse him the amount or value thereof.

And further that the said _____ will at all times keep the secrets of the said _____ and his partner or partners and will at all times during the said term readily and cheerfully obey and execute his or their lawful and reasonable commands and shall not depart or absent him-

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self from the service or employ of the said _____ at any time during the said term without his consent first obtained, and shall from time to time and at all times during the said term, conduct himself with all due diligence, honesty, and propriety.

And the said _____ doth hereby covenant with the said _____ his executors, administrators and assigns, that he, the said _____ will truly, honestly, and diligently serve the said _____ at all times during the said term, as a faithful clerk ought to do, in all things whatsoever in the manner above specified.

In consideration whereof and of _____ paid by the said _____ (the receipt whereof the said _____ doth hereby acknowledge) the said _____ for himself, his heirs, executors and administrators doth hereby covenant with the said _____ that the said _____ will accept and take the said _____ as his clerk.

And also that the said _____ will by the best ways and means he may or can and to the utmost of his skill or knowledge, teach and instruct, or cause to be taught and instructed, the said _____ in the said practice or profession of a solicitor of the Supreme Court of Judicature for Ontario, which the said _____ now doth, or shall at any time hereafter during the said term, use or practice.

And also will at the expiration of the said term use his best means and endeavours, at the request, cost, and charges of the said _____ and _____, or either of them, to cause and procure him, the said _____ admitted as a solicitor of the Supreme Court of Judicature for Ontario, provided the said _____ shall have well, faithfully and diligently served his said intended clerkship.

In witness whereof the parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered by the within named parties in the presence of _____

Province of Ontario } I, of the
 County of } of in the county of
 To wit: } make oath and say:

1. That I was personally present, and did see the within instrument and duplicate thereof duly signed, sealed and executed by the part thereto.

2. That the said instrument and duplicate were executed at .

3. That I know the said part .

4. That I am a subscribing witness to the said instrument and duplicate.

5. That the said instrument and duplicate were executed as aforesaid on the day of 19 .

FORM 143.

Articles of Agreement between Surveyor and Apprentice.

These articles of agreement made this day of 19 , between A. B. of , a Provincial Land Surveyor, of the Province of Ontario, now practising in the capacity of a Provincial Land Surveyor in the Province of Ontario, of the one part, and C. D. of and E. F., son of the said C. D. of the other part, witness:

That the said E. F. of his own free will, and by and with the consent and approbation of the said C. D., doth by these presents, place and bind himself pupil or apprentice to the said A. B., to serve him as such from the day of the date hereof, for, and during and until the full end and term of three years from hence next ensuing, and fully to be completed and ended.

And the said C. D. doth hereby for himself, his heirs, executors and administrators, covenant with the said A. B., his executors, administrators and assigns, that the said E. F. shall well and faithfully and diligently, according to the

best and utmost of his power, serve the said A. B. as his pupil, or apprentice in the practice or profession of a Provincial Land Surveyor for the Province of Ontario, which he, the said A. B., now followeth, and shall continue with him from the day of the date hereof, for and during and until the full end of the said term of three years: and that he the said E. F. shall not at any time, during such term, cancel, obliterate, injure, spoil, destroy, waste, embezzle, spend, or make away with any of the books, papers, writings, documents, maps, plans, drawings, field notes, moneys, chattels or other property of the said A. B., his executors administrators or assigns, or his partner or partners or any of his clients or employers; and that in case the said E. F. shall act contrary to the last mentioned covenant, or if the said A. B., his executors, administrators or assigns, or his partner or partners shall sustain or suffer any loss or damage by his misbehaviour, neglect, or improper conduct of the said E. F., the said C.D., his heirs, executors, administrators or assigns, will indemnify the said A.B., his executors, administrators or assigns, and make good and reimburse him or them the amount or value thereof; and further that the said E. F. shall at all times, during the said term and afterwards keep the secrets of the said A. B., and his partner or partners, and of his and their clients, and employers, in all matters relating to the said business or profession, and will at all times during the said term, be just, true and faithful to the said A. B. in all matters and things, and from time to time pay all moneys which he shall receive of, or belonging to, or by order of the said A. B. into his hands, and make and give true and fair accounts of all his acts and doings whatsoever, in the said business and profession, without fraud or delay, when and so often as he shall thereto be required: and will readily and cheerfully obey all his lawful and reasonable demands and shall not depart or absent himself from the service or employ of the said A. B. at any time during the said term without his consent first had and

obtained, and shall from time to time, and at all times during the said term, conduct himself with all due diligence and with honesty and sobriety; and the said E. F. doth hereby for himself, covenant with the said A. B., his executors, administrators and assigns, that he, the said E. F., will truly, honestly and diligently serve the said A. B., at all times, for and during the said term as a faithful apprentice ought to do, in all things whatsoever, in the manner above specified.

In consideration whereof, and of of lawful money by the said C. D. to the said A. B., paid at or before the sealing and delivering of these presents (the receipt whereof is hereby acknowledged) the said A. B., for himself, his heirs, executors and administrators, doth covenant with the said C. D., his heirs, executors and administrators, that the said A. B. will accept and take the said E. F. as his pupil or apprentice, and that he, the said A. B., will by the best ways and means he may or can, and to the utmost of his skill and knowledge, teach and instruct, or cause to be taught and instructed the said E. F. in the art, practice or profession of a provincial land surveyor for the Province of Ontario, and in all things whatsoever, incident or belonging thereto, in such manner as he the said A. B. now, or at any time hereafter during the said term shall use and practice, and also will provide the said E. F. with all the necessary and reasonable expenses incurred in transacting or performing the business of the said A. B., and also will at the expiration of the said term, give to the said E. F. a certificate of servitude, and use his best means and endeavours, at the request, costs and charges of the said C. D. and E. F., or either of them, to cause and procure him the said E. F., to be examined before the Board of Examiners of Land Surveyors for Ontario; provided the said E. F. shall have well, faithfully and diligently served his intended apprenticeship.

And for the true performance of all and every the covenants and agreements aforesaid according to the true intent

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part, during their lives and after their respective deaths, the person or persons to be nominated in that behalf, as is hereinafter mentioned, to be the guardians of the person and estate of the said child until she shall attain the age of twenty-one years, or shall marry under that age.

The parties of the second part covenant and agree with the party of the first part to maintain, board, lodge, clothe and educate the said child in a manner suitable to their station, and as if she were the lawful child of the parties of the second part, until she shall attain the age of twenty-one years or shall marry under that age; and the parties of the second part further agree to indemnify the party of the first part against all actions, claims and demands for the maintenance and support of the said child as aforesaid.

And the party of the first part covenants and agrees that he will not, nor shall any person claiming under him, interfere with the parties of the second part in the possession, custody, or control of the said child, or in the training, management and education, religious or otherwise, of the said child, or in any way lay claim to such custody or control. *(Add provision for appointment of guardian by will).*

In witness whereof, etc.

FORM 144.

Submission to Arbitration.

Memorandum of agreement, made the _____ day
of _____ 19____, between _____ of _____
and _____ of _____

Whereas differences exist between the above mentioned parties; it is hereby agreed to refer all disputes and matters in difference between them to the award and final determination of _____, so as his award be made and published in writing ready to be delivered to the parties *(or to the*

legal personal representatives of those (if any) who may be dead) who shall require the same on or before the day of

next, or on or before any other day to which the arbitrator shall, by any writing signed by him, endorsed on this submission, from time to time enlarge the time for making his award; and it is further agreed that the costs of and incidental to these presents, and the costs of the reference and award, shall be in the discretion of the arbitrator, who may direct to whom, by whom, and in what manner the same or any part thereof shall be made a rule of the

Supreme Court of Ontario, at the instance of any or either of the parties hereto, their executors or administrators, without any notice to the other or other of them.

And it is further agreed as to the conduct of the reference as follows:

(1) The arbitrator may order what he shall think fit to be done by the parties hereto or any of them.

(2) Witnesses shall be examined upon oath.

(3) The arbitrator may proceed ex parte, if any party, after reasonable notice, do not attend, unless such party previously satisfied the arbitrator that he had good and sufficient cause for not attending.

(4) The parties shall produce before the arbitrator all books, deeds, papers, accounts, vouchers, writings and documents within their possession or control which the arbitrator may require and call for.

And it is further agreed that no action shall be brought against the arbitrator or any of the parties hereto concerning the matters referred. And it is further agreed that, if motion be made to set aside or otherwise respecting the award, the Court may, whether the award be insufficient in law or not, remit the award from time to time to the reconsideration and re-determination of the arbitrator.

In witness whereof the said parties have hereunto set their hands the day and year above written.

FORM 146.*Submission by Deed.*

This Indenture, made the day of A.D.
19 , between , of the first part, and of
the second part.

Whereas disputes and differences have arisen, and are now pending, between the said parties of the first and second parts in reference to , and in order to put an end thereto, and to obtain an amicable adjustment thereof, the said parties of the first and second parts have respectively agreed to refer the same to the award, order, arbitrament, final end and determination of and , arbitrators, respectively nominated and chosen, by and on behalf of the said and : And in the event of the said two arbitrators hereby appointed not being able to agree within one month from the date of these presents upon their said award, then it shall and may be lawful for them to appoint some fit person as third arbitrator, by a memorandum in writing under their hands to be endorsed on these presents; and the award of any two of them shall be final and conclusive, both at law and in equity, upon both of the said parties hereto, such award to be made in writing on or before the day of next.

Now this indenture witnesseth, that they the said do, and each of them doth, each for himself and for his and their respective heirs, executors and administrators, covenant, promise and agree, with and to each other, and his and their heirs, executors and administrators, well and truly to stand to, obey, abide by, observe, perform, fulfil and keep the award, order, arbitrament, and final determination of the said arbitrators, hereby appointed; or in the event of it having been necessary to appoint such third arbitrator as aforesaid, to stand to, obey, abide by, observe, perform, fulfil and keep the award, order arbitrament, and final deter-

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mination of any two of them of and concerning the premises aforesaid, or anything in any manner relating thereto, so as the said award of the said arbitrators be made in writing under their hands, or under the hands of any two of them (in the event of any such appointment as aforesaid).

And it is also mutually agreed by the said and
that the death of either of them shall not operate as a revocation of the power and authority of the said arbitrators appointed by these presents, or to be appointed in pursuance hereof, to make their award, and that such award (in case of such death before the making or publishing such award), in writing under the hands of the said arbitrators, shall be delivered to the respective personal representatives of either of the said and
who shall require the same on or before such
day of as mentioned aforesaid.

And it is hereby agreed, that the said arbitrators hereby appointed, or in the event of any such appointment being made as aforesaid, any two of them shall be at liberty, by writing under their hands, respectively endorsed on these presents, to enlarge the time for making the said award when and as often and to such times as they shall think fit. And also, that neither of the said parties shall nor will obstruct delay, impede or prevent in any manner the said arbitrators from making, but will, so far as in them lies respectively, do all such acts and things required to be done, produced or performed by the said arbitrators to enable the said arbitrators to make such award as aforesaid in pursuance hereof. And also, that all the costs and charges attending the said arbitration shall be in the discretion of the said arbitrators hereby appointed, or in the event of such appointment of a third arbitrator as aforesaid, of any two of them so making their award as aforesaid, and shall be paid and satisfied pursuant to their award. And also, that these presents may be made a rule of the Supreme Court of
Ontario, to the end that the said parties respectively may

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be finally concluded by the said arbitration pursuant to the statute in such case made and provided.

And for the full performance of such award so to be made as aforesaid, the said parties hereto bind themselves, severally and respectively, their several and respective heirs, executors and administrators, each to the other of them respectively, in the penal sum of lawful money of Canada, firmly, by these presents.

In witness, etc.

FORM 147.

Submission by Bond.

Know all men by these presents, that of is held and firmly bound to of in the penal sum of of lawful money of Canada, to be paid to the said or to certain attorney, executors, administrators, or assigns; for which payment to be well and truly made bind heirs, executors and administrators for ever firmly by these presents.

Sealed with seal dated this day of A.D. 19 .

Whereas disputes and differences have arisen and are now pending between the above bounden and the said touching and concerning

And whereas the above bounden and the said have agreed to refer such disputes and differences as well as all actions, suits, controversies, accounts, reckonings, matters and things in anywise relating thereto, to the award, arbitrament and determination of , arbitrator, nominated, appointed and chosen as well by and on the behalf of the above bounden as of the said and who have consented and agreed to accept the burden of the said arbitration:

Now the condition of the above written obligation is such, that if the above bounden do and shall

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well and truly submit to, abide by and perform the award, arbitrament and determination of the said arbitrators, so nominated, appointed and chosen as afore-said, touching and concerning the matters in dispute between the above bounden and the said and so referred to them the said arbitrators as aforesaid, provided such award be made in writing under the hands and seals of the said arbitrators, ready to be delivered to the said parties, or such of them as shall apply for the same, on or before the day of A.D. 19 , then this obligation shall be void, otherwise to be and remain in full force and virtue.

And it is hereby agreed between the said parties in difference, that these presents and the submission hereby made of the said matters in controversy, may be made a Rule of the Supreme Court of Ontario, pursuant to the statute in that behalf; and that all books, papers, vouchers, entries or memoranda in the power, custody or possession of the said parties shall be produced to the said arbitrators or umpire: and that all witnesses produced to the said arbitrators or umpire shall be sworn by them: and that all costs and charges attending on the drawing of these presents and of the said arbitration and award shall be in the discretion of the said arbitrators or umpire.

Signed, sealed, etc.

FORM 148.

Appointment of Umpire by Endorsement.

We, the within named and do hereby nominate and appoint of to be umpire between us in and concerning the matters in difference within referred on condition that he do, within days from the date hereof, by some writing under his hand accept the umpirage.

Witness our hands, this day of A.D. 19 .
Witness.

FORM 149.*Appointment of an Arbitrator in Pursuance of an Arbitration Clause in Articles of Partnership.*

Whereas by articles of partnership, dated _____, 19____, and made between _____, amongst other things it was agreed that, in case any dispute or question should arise between the said parties relative to the construction of the said articles, or to all or any of the matters or things therein contained, the same should be referred to the arbitration of two indifferent persons, one to be named by each of the parties, with power for such arbitrators to appoint an umpire in case of their disagreement; and that the award of the said arbitrators or umpire should be final and conclusive; and whereas disputes have arisen between the said parties relating to their partnership affairs, and they in pursuance of the said covenant agreed to refer the same accordingly; now therefore, I, one of the partners, hereby nominate and appoint _____, of _____, an arbitrator for me and on my behalf, to hear and determine the disputes aforesaid, in accordance with the provisions of the said articles of partnership.

Dated the _____ day of _____ 19____.

Witness, etc.

FORM 150.*Appointment of Arbitrator under Mechanics' Lien Act.*

Whereas I, A.B., claim to be entitled to a lien upon the estate and interest of (name of owner) in (describe the lands) {or a charge upon the money due from (name the owner) to you (name of contractor)}, for and in respect of a claim of \$ _____, which I claim to be due to me from you for work done (or materials furnished), which claim you dispute. I do, therefore, hereby and by virtue of the statute

Sir,
my hand,
have revo
ment date
tween me
Witness.

in that behalf, appoint C. D., of (state his residence and occupation), as arbitrator to determine all matters in dispute between us touching my said claim. And I do hereby require you, within three days after the service hereof, to appoint an arbitrator on your behalf, and in default of your so doing I shall apply to the Judge of the County Court of the County of (the county in which the lands lie) to appoint an arbitrator for you.

Dated this day of 19 .
 (Signature of sub-contractor whose claim is disputed).
 To (name of debtor disputing the claim).

FORM 151.*Revocation of Submission.*

Know all men by these presents, that I of , do hereby revoke all the power and authority which by an agreement dated the day of 19 , and made between me, the said , and , were conferred upon the arbitrator therein named.

Dated this day of 19 .
 Witness.

FORM 152.*Notice to Arbitrator of Revocation.*

Sir,—I hereby give you notice that by a writing under my hand, dated the day of 19 , I have revoked your authority as arbitrator named in an agreement dated the day of , and made between me and .
 Witness.

FORM 153.*Appointment of Umpire by Arbitrators by Indorsement on the Agreement of Reference.*

We, the within named arbitrators, in pursuance of the powers given us by the within written agreement, do hereby nominate and appoint of , to be umpire according to the said agreement of reference, provided he shall, in writing, accept the office within days from the date hereof.

In witness, etc.

FORM 154.*Appointment of Third Person as Additional Arbitrator.*

We, the within named and , do by this memorandum under our hands (made before we entered upon the arbitration within mentioned) nominate and appoint of the third person or persons, to sit together with ourselves, all matters in dispute between the said parties within mentioned shall be referred to the arbitration of the effect of the within deed.

Witness our hands this day of 19

Signed in the presence of.

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FORM 155.

Award by an Empire.

To all to whom these presents shall come, J. P. of
yeoman, sends greeting: Whereas P. Q. of _____ of the one
part, and A. B. and C. D. of _____ of the other part,
have mutually entered into, and reciprocally executed bonds
or obligations to each other, bearing date the _____ day
of _____ respectively, condition, that the said parties should
in all things well and truly stand to, abide, observe, perform,
fulfil, and keep the award, final end and determination of
R. S. of _____ and B. W. of _____ arbitrators,
indifferently chosen by the said parties, of and concerning all
and all manner of action and actions, cause and causes of ac-
tion, suits, bills, bonds, etc. (excepting the condition of the
bond); And whereas, the said R. S. and B. W. met upon the
said arbitration, and did not make their award between the
said parties by the time limited in and by the conditions of the
said bonds and in pursuance of the said bonds, have chosen
and appointed me as umpire, to settle and determine the mat-
ters in difference; now know ye that I, the said J. P., the
umpire, named and chosen, as aforesaid, having taken upon
me the burthen of the said arbitration, and respective wit-
nesses, proofs and allegations on both sides of and concern-
ing the said disputes and differences between them, and fully
considered the same, and the matters to me referred, do make
this award and umpirage in manner following, that is to say,
I do award and order that the said P. Q., his executors or ad-
ministrators, do and shall on the _____ day of _____
between the hours of _____ and _____ in the forenoon,
at the house known, etc., pay, or cause to be paid, unto the
said A. B. and C. D. the sum of _____ in full, for their
damages and costs in a certain action lately commenced by
them against the said P. Q., and also, for the costs of and
occasioned by the said reference; and upon payment of the
said sum of _____ I do award and direct, that the said

parties shall duly execute and deliver to each other, mutual releases in writing, of all and every action and actions, cause and causes of action, damages, claims and demands whatsoever, subsisting or depending, on or before the said day of last.

In witness, etc.

FORM 156.

Award by Referees.

We, the undersigned, referees appointed by the within rule of Court (or by the within agreement of submission) having notified and met the parties, and heard their several allegations, proofs, and arguments, and duly considered the same, do award and determine that the within named A. B. shall recover of the within named C. D. the sum of together with the costs of suit, to be taxed by the Court, and the costs of this reference, which last amount to the sum of , and that the same shall be in full of all matters within referred to us.

In witness, etc.

FORM 157.

Award by Arbitrators.

To all to whom these presents shall come, A. A. of , C. C. of , and D. D. of , send greeting:—

Whereas divers suits, disputes, controversies, and differences, have happened and arisen, and are now depending, between E. E. of , and F. F. of , for pacifying, composing and ending whereof, the said E. E. and F. F. have bound themselves each to the other, in the penal sum of by several bonds or obligations, bearing date last past, before the date hereof, with con

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ditions thereunder, to stand to, obey, abide, perform and keep the award, order, arbitrament, final end and determination of the said A. A., C. C., and D. D., arbitrators, indifferently named, elected and chosen, as well on the part and behalf of the said E. E., as of the said F. F. to arbitrate, award, adjudge and determine, of and concerning all, and all manner of action and actions, cause and causes of actions, suits, bills, bonds, judgments, executions, quarrels, controversies, trespasses, damages, and demands, whatsoever, at any time or times theretofore had, made, commenced, sued, prosecuted, or depending, by or between, the said parties, or either of them, so as the said award should be made in writing, under the hands and seals of the said arbitrators, or any two of them, ready to be delivered unto the said parties, or such of them as should require the same, on or before the day of

instant, as by the said obligations and conditions thereof it doth and may appear: Now know ye, that the said A. A., C. C., and D. D., taking upon them the charge and burden of the said award, and having heard the allegations and proofs of both parties, do by these presents, arbitrate, award, order, decree, and adjudge, of and concerning the premises, in manner and form following: that is to say,

First, they do award, decree and adjudge, that the said F. F., or his heirs, shall and do, on or before the day of next ensuing the date hereof, make and execute a good and sufficient conveyance of his interest, etc., of and in all those parcels or tracts of land, etc.

And, also, the said arbitrators do further award, decree, and adjudge, that the said F. F., his executors or administrators, shall and do, on or before the day of next ensuing the date hereof, pay, or cause to be paid unto the said E. E., his executors, or administrators, at or in the now dwelling house of the said E. E. in aforesaid, the sum of dollars in full payment, discharge, and satisfaction, of and for all moneys, debts or duties, due or

owing unto the said E. E., by the said F. F., upon any account whatsoever, at any time before their entering into the said bonds of arbitration, as aforesaid.

And, also, the said arbitrators do hereby further award, order, decree, and adjudge, that all actions and suits, commenced, brought, or depending between the said E. E. and F. F., for any matter, cause or thing whatsoever, arising or happening at the time of, or before their entering into the said bonds of arbitration, shall, from henceforth, cease and determine, and be no further prosecuted or proceeded in by them, or either of them, or by their, or either of their means, consent or procurement.

And lastly, the said arbitrators do hereby further award, order, adjudge and decree, that the said E. E. and F. F. shall and do, within the space of two days next ensuing the date of this present award, seal and execute unto each other, mutual and general releases of all actions, cause and causes of actions, suits, controversies, trespasses, debts, duties, damages, accounts, reckonings, and demands whatsoever, for or by reason of any matter, cause, or thing whatsoever, from the beginning of the world to the day of the date of the said bonds of arbitration as aforesaid.

In witness, etc.

FORM 158.

Award where Submission was by Agreement, and Stating Assent for Enlargement.

To all to whom these presents shall come, we A. A. and T. A. of _____ send greeting: Whereas on _____ by a _____ certain agreement in writing under the hands (and seals) of A. B. of _____ and C. D., of _____ bearing date on or about the _____ date of _____ last, reciting that, etc. (here set out the recital and such parts of

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the agreement as bear upon award). And whereas by an endorsement on the said agreement, bearing date on or about the day of last past, and under the hands of all the said parties to the said agreement, they the said parties mutually and reciprocally consented and agreed that the same for the said arbitrators making the said award should be enlarged to the day of then next, and that they would in all other respects abide by the terms of the said agreement. Now know ye that we the said arbitrators having taken upon us the burthen of the said reference, and having examined all such witnesses as were produced before us by the said parties respectively, and having fully weighed and considered the allegations, proofs, and vouchers made and produced before us do award, (etc.).

In witness, etc.

FORM 159.

Award by Sole Arbitrator.

Whereas by a certain agreement in writing, dated the day of , 19 , and made between and , it was agreed that all matters in difference between the said and should be referred to the award and determination of me of .

Now I, the said arbitrator, do award and finally determine as follows:

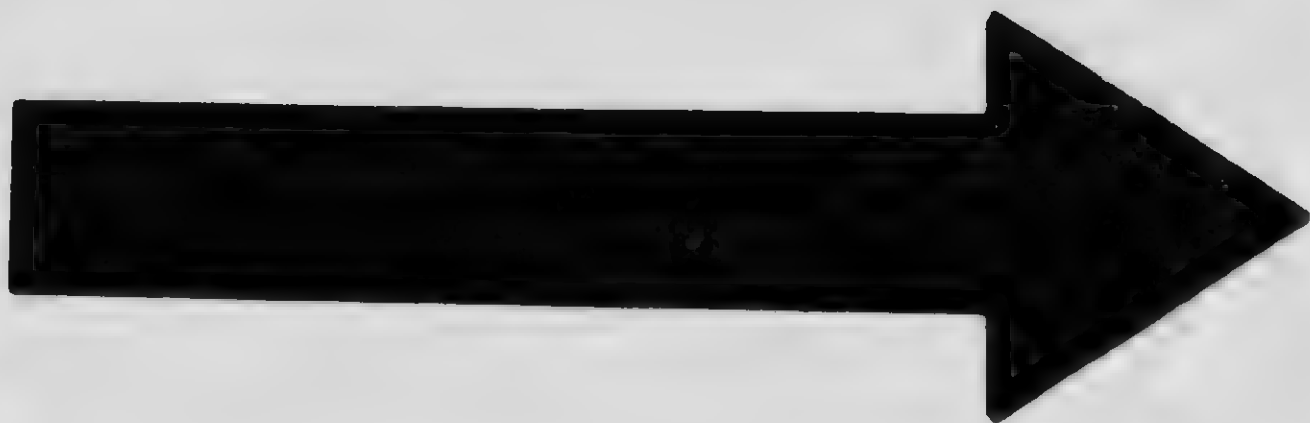
1. That the said is indebted to the said in the sum of which said sum I hereby direct the said to pay to the said .
2. That the said shall pay to the said the costs of and incidental to the said submission and of the reference.

Signed and published the
Witness,

day of 19

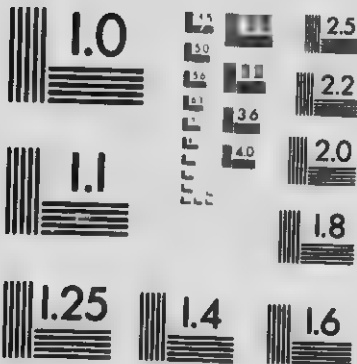
A. B.

Arbitrator.



MICROCOPY RESOLUTION TEST CHART

(ANSI and ISO TEST CHART No. 2)



APPLIED IMAGE Inc

1653 East Main Street
Rochester, New York 14609 SA
616-482-1330 - Phone
616-288-5989 - Fax

FORM 160.*Amended Award on Reference Back.*

Whereas, by an order of the Division of the
High Court of Justice, made the day of
19 , it was ordered that my award should be referred
back to me to reconsider and redetermine. Now I, the within
named arbitrator, having reconsidered this my award do
hereby redetermine, declare and award as follows:

Signed and published this day of
19 .

Witness, A. B., Arbitrator.

FORM 161.*Affidavit of Execution of Award.*

To wit: }
County of } I, Y. Z., of, &c., make oath and say:

1. That I was present and did see the annexed award
duly signed, sealed and delivered by the therein-named
and that I am the subscribing witness to the execution of the
said award

Sworn before me, at }
in the County of this }
day of 19 . }
A Commissioner, &c.

ARBITRATION.

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FORM 162.

Appointment to Proceed.

In the matter of an arbitration between
appoint _____, the _____ day of _____, 19____, for proceeding in this reference, at
o'clock in the _____ noon, at _____, 1

Dated this _____ day of _____, 19____
To _____

A. B.,
Arbitrator.

FORM 163.

Peremptory Appointment to Proceed.

In the matter of an arbitration between
I appoint _____, the _____ day of _____, 19____, peremptorily for proceeding in this reference, and in
case _____ fail to attend without having previously
shewn to my satisfaction good and sufficient cause for ab-
senting I shall proceed with the reference ex parte.

Dated this _____ day of _____, 19____
To _____

A. B.,
Arbitrator.

FORM 164.*Arbitrator's Demand for Documents.*

In the matter of an arbitration between _____ I
 require you to produce before me, on the _____ day of
 19____, at _____ o'clock in the _____ noon,
 at _____ the following documents relating to the matters
 in this reference, that is to say (*specified list*): and also all
 other books, deeds, papers and writings concerning the mat-
 ters in difference referred to my decision.

Dated this _____ day of _____ 19____.

To

A. B.,
 Arbitrator.

FORM 165.*Notice to Umpire of Disagreement.*

In the matter of an arbitration between _____
 we hereby give you notice that we cannot, and shall not
 be able to agree in making an award, but have finally dis-
 agreed about the same.

Dated this _____ day of _____, 19____.

To

A. B.,
 E. F.,
 Arbitrators.

Witness.

FORM 166.*Enlargement of Time by the Parties.*

We, the within named _____, do hereby give and allow to the within named arbitrator further time, namely, until _____ the _____ day of _____ 19____, to make his award.

Dated this _____ day of _____, 19____.

Witness.

G. H.,

I. J.,

K. L.

The within named parties.

FORM 167.*Enlargement of Time by Arbitrator.*

I hereby enlarge the time for making my award respecting the matter referred to me by the within submission until the _____ day of _____ 19____.

Witness.

A. B.,

Arbitrator.

FORM 168.*Notice of Publication of Award.*

Gentlemen,—I hereby give you notice that I have made and published my award, in writing, respecting the matter in difference between _____ and _____, and referred to me, and that my award lies at _____, ready to be delivered.

The charges amount to \$ _____.

Yours truly,

A. B.,

Arbitrator.

FORM 169.*Agreement for Arbitration under the Board of Trade General Arbitration Act.*

Agreement made this day of , 19 ,
between of , and of ,

Whereas differences have arisen between the parties hereto in respect of and they have agreed to refer such differences to arbitration upon the terms and conditions contained in the Act of the Legislature of the Province of Ontario, entitled "The Boards of Trade General Arbitration Act,"*

Now it is hereby agreed by the said parties that all matters in difference between them in relation to the premises shall be and are hereby referred to and and, in case they cannot agree upon a third arbitrator within three days, to such third arbitrator as the registrar of the chamber of arbitrators may select (or as the case may be).

In witness whereof, etc.

*9 Edward VII. c. 36, Form L. Schedule.

FORM 170*General Form of Assignment.*

Know all men by these presents, that I, the within named A.B., in consideration of dollars to be paid by C. D., have assigned to the said C. D. and his assigns, all my interest in the within written instrument, and every clause, article, or thing therein contained; and I do hereby constitute the said C. D. my attorney, in my name, but to his own use, to take all legal measures which may be proper for the complete recovery and enjoyment of the assigned premises, with power of substitution.

Witness my hand and seal, this, etc.

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FORM 171.

Assignment of Lease.

This Indenture, made the _____ day of _____, A.D. 19____, between _____ hereinafter called the Assignor of the first part, and _____ hereinafter called the Assignee, of the second part,

Witnesseth that in consideration of _____ now paid by the said Assignor to the said Assignee (the receipt whereof is hereby acknowledged), the said Assignor do grant and assign unto the said Assignee _____ executors, administrators, and assigns, all and singular, the premises comprised in and demised by a certain Indenture of Lease, bearing date the _____ day of _____ A.D. 19____, and made between _____ together with the appurtenances, to hold the same unto the said assignee, executors, administrators, and assigns, henceforth for and during the residue of the term thereby granted, and for all other the estate, term and interest (if any) of the said Assignor herein. Subject to the payment of the rent and the performance of the le-see's covenants and agreements in the said Indenture of Lease reserved and contained.

And the said Assignor for _____ heirs, executors and administrators, do hereby covenant with the said Assignee _____ executors, administrators, and assigns that notwithstanding any act of the said Assignor he now has good right to assign the said lease and premises in manner aforesaid.

And that subject to the payment of the rent and the performance of the Lessee's covenants, it shall be lawful for the Assignee _____ executors administrators and assigns, peaceably and quietly to hold, occupy and enjoy the said premises hereby assigned during the residue of the term granted by

the said indenture of lease, and receive the rents and profits thereof without any interruption by the said Assignor, or any person claiming under free from all charges and incumbrances whatsoever. And also that the said Assignor and all persons lawful claiming under will, at all times hereafter, at the request and costs of the said Assignee executors, administrators, or assigns, assign and conform to and them, the said premises for the residue of the said term as the said Assignee , executors, administrators or assigns shall reasonably require.

And the said Assignee for heirs, executors and administrators, do hereby covenant with the said Assignor, executors and administrators that the said Assignee, executors, administrators and assigns, will, from time to time, pay the rent and observe and perform the Lessee's covenants and conditions in the said Indenture of Lease, reserved and contained, and indemnify and save harmless the said Assignor, heirs, executors and administrators, from all losses and expenses in respect of the non-observance or performance of the said covenants and conditions or any of them.

In witness, etc.

FORM 172.

Assignment of Lease by Administrator.

Know all men by these presents, that A. B., of administrator of all and singular the goods and chattels, rights and credits of the within named C. D., deceased, for and in consideration of the sum of of good and lawful money of Canada, to him in hand well and truly paid by E. F. of , at or before the sealing and delivery of these

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presents, the receipt whereof is hereby acknowledged, hath bargained, sold, assigned, transferred and set over, and by these presents doth bargain, sell, assign, transfer and set over unto the said E. F., his executors, administrators, and assigns, all and singular the parcel or tract of land and premises, comprised in the within written indenture of lease, and all the estate, right, title and interest which he the said A. B., as administrator of the said C. D. as aforesaid, or otherwise, now hath, or at any time hereafter shall or may have, claim, challenge, or demand of, in or to, all or any of the said premises, by virtue of the said Indenture of Lease or otherwise, as administrator of the said C. D. To have and to hold the said parcel or tract of land, and all and singular other the premises, with their and every of their appurtenances, unto the said E. F., his executors, administrators and assigns, for and during all the rest, residue and remainder yet to come and unexpired, of the within mentioned term of years, subject nevertheless, to the yearly rent of ir and by the said Indenture of Lease reserved and contained, and to become due and payable, and to all and every the covenants, clauses, provisoes and agreements therein contained. And the said A. B. for himself, his heirs, executors and administrators, doth hereby covenant and declare to and with the said E. F., his executors and administrators and assigns, that he the said A. B. hath not at any time heretofore made, done, committed, or executed, or wittingly or willingly permitted, or suffered, any act, deed, matter, or thing whatsoever, whereby or wherewith, or by means whereof, the said parcel or tract of land and premises hereby assigned, are, is, can, shall, or may be any ways impeached, charged, affected, or incumbered in title, estate or otherwise, howsoever.

In witness, etc.

FORM 173.*Assignment of Mortgage.*

This Indenture made (in duplicate) the day
of A.D. 19 , between hereinafter
called the "Assignor" of the first part, and
hereinafter called the "Assignee" of the second part.

Whereas by a mortgage dated on the day of
19 , did grant and mortgage the land and
premises therein and hereinafter described to heirs
and assigns for securing the payment of and there is
now owing upon the said mortgage

Now this indenture witnesseth, that, in consideration of
 of lawful money of Canada now paid by the
said Assignee, to the said Assignor (the receipt whereof
is hereby acknowledged) the said Assignor do hereby assign
and set over unto the said Assignee, executors, administrators
and assigns, all that the said before in part recited mort-
gage, and also the said sum of now owing as
afore-said together with all moneys that may hereafter be-
come due or owing in respect of said mortgage, and the
full benefit of all powers and of all covenants and provisoes
contained in said mortgage. And also full power and auth-
ority to use the name or names of the said Assignor
heirs, executors, administrators or assigns for enforcing the
performance of the covenants and other matters and things
contained in the said mortgage. And the said Assignor
do hereby grant and convey unto the said Assignee
heirs and assigns, all and singular to have and to
hold the said mortgage and all moneys arising in respect of
the same and to accrue thereon, and also the said land and
premises thereby granted and mortgaged to the use of the
said Assignee heirs, executors, administrators and assigns
absolutely forever; but subject to the terms contained in
such mortgage.

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And the said Assignor for heirs, executors, administrators and assigns do hereby covenant with the said Assignee heirs, executors, administrators and assigns, that the said mortgage hereby assigned is a good and valid security and that the sum of is now owing and unpaid, and that he not done or permitted any act, matter or thing whereby the said mortgage has been released or discharged, either partly or in entirety; and that will upon request do, perform and execute every act necessary to enforce the full performance of the covenants, and other matters contained therein.

In witness, etc.

FORM 174.

Assignment of Mortgage by Indorsement.

This Indenture made the day of in the year of our Lord 19 , between within named, of the first part, and of the second part, witnesseth, that the party of the first part for divers goods, considerations in thereunto moving, and for the further consideration the sum of to him in hand well and truly paid by the party of the second part at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold and assigned, and by these presents doth grant, bargain, sell and assign to the party of the second part, his heirs, executors, administrators and assigns, all the right, title, interest, claim and demand whatsoever, of him the party of the first part, of, in and to the lands and tenements mentioned and described in the within mortgage, and also to all sum and sums of money secured and payable thereby and now remaining unpaid, to have and to hold the same, and to ask, demand, sue for and recover the same, as fully to all intents and purposes as he the party of the first part now holds and is entitled to the same.

In witness, etc.

FORM 175.*Assignment Clause in Deed of Dissolution by One Partner
to the Other of Debts Owed to the Firm.*

And the said J. B. doth hereby assign and release to the said J. S., his executors, administrators and assigns, all his right, title and interest in and to the debts and other choses in action of the said firm of B. & S. mentioned in the books of the said firm (or by schedule annexed) without any account to be made or given for or concerning the same, and the said J. B. for himself, his executors and administrators, doth hereby covenant with the said J. S., his executors, administrators and assigns, that he hath not at any time received, released or discharged the debts heretofore assigned or released, nor any part thereof.

FORM 176.*Assignment of Partnership Property in Trust to Close Con-
cern, etc.*

Whereas, a co-partnership has heretofore existed between J. S. and A. B., both of the _____ of _____ which co-partnership has been known under the name of S. & B., and which it is the intention of the said co-partnership forthwith to dissolve and determine;

Now this Indenture made in duplicate this _____ day of _____ in the year 19____, by and between the said J. S., of the one part, and the said A. B. of the other part, witnesseth:

1. That the co-partnership afore-said is hereby by the mutual consent of the said parties, dissolved and determined.

2. The said J. S. doth hereby sell, transfer, assign, and set over unto the said A. B., his moiety of all the stock in trade, goods, merchandize, effects and property of every de-

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scription belonging to or owned by the said co-partnership, wherever the same may be, together with all debts, causes in action, and sums of money due and owing to the said firm from any and all persons whomsoever, to hold the same to the said A. B. and his assigns forever in trust for the following purposes, namely: that the said A. B. shall sell and dispose of all the goods, property, and effects belonging to the said firm, at such time and in such manner as he may think prudent; and shall with reasonable diligence, collect all the debts and sums of money due and owing to the said firm; and shall, out of the proceeds of the said sales, and with the money thus collected, pay and discharge all the debts and sums of money now due and owing from the said firm, as far as the proceeds of said sales and the sums of money collected will go; and, after fully satisfying all demands against the said firm, if there be any surplus, shall pay over one moiety thereof to the said J. S. or his assigns.

3. The said J. S. doth hereby constitute and appoint the said A. B., his attorney irrevocable, in his th said A. B.'s own name, or in the name of the said firm, to demand, collect, sue for and receive any and all debts and sums of money due and owing to the said firm; to institute and prosecute any suits for the recovery of the said debts, or to compound the same as he may judge most expedient; to defend any and all suits against the said firm; to execute all such paper writings and acquittances as may be necessary; and generally to do all such acts and things as may be necessary and proper for the full and complete settlement of all business and concerns of the said co-partnership.

1. The said A. B., for himself, his executors, and administrators, hereby covenants to and with the said J. S. and his assigns, that he will sell and dispose of all the partnership property and effects to the best advantage; that he will use his best diligence and endeavours to collect all debts and sums of money due and owing to the said firm; and that he will truly and faithfully apply the proceeds of the said sale, and the moneys collected, to the payment, discharge and

satisfaction of all debts and demands against the said firm, as far as the same will go; and, after discharging all such debts, will pay over to the said J. S. or his assigns one moiety of any surplus that may remain; and further, that he will keep full and accurate accounts of all moneys received by him for goods sold, or debts collected, as well as of moneys paid out, and will render a just, true and full account therefor to the said J. S. or his assigns.

5. The said J. S. for himself, etc., covenants to and with the said A. B., etc., that upon settlement of accounts, if it shall be found that the debts due and owing from the said firm exceed the amount of moneys received from the sales of the said goods and the debts collected, he will pay unto the said A. B. or his assigns, one moiety of any balance that may then be due and owing from the said firm.

In witness, etc.

FORM 177.

Assignment of Partnership Property by One Partner to Another.

This Indenture made in duplicate this day of
A D. 19 , by and between W. S. P. of of the
first part, and J. B. P. of of the second part, witnesseth:—

That whereas the said parties were lately co-partners in the business of which partnership was dissolved and determined on the day of last; and whereas many debts, due and owing to the said parties on account of their said co-partnership, are still outstanding, and debts due by the said firm are yet unpaid; and whereas it is agreed that the said party of the second part shall assign and release to the said party of the first part all his interest in the stock in trade, goods and effects belonging to the said firm, and in the debts now owing to the said firm, and that the said party of the first part shall assume all the debts and liabilities

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of the said firm, and shall discharge and indemnify the said party of the second part from all liabilities and losses arising from the said partnership.

Now, therefore, in pursuance of the said agreement, and in consideration of the sum of paid and secured to the said J. B. P., he the said J. B. P. doth hereby fully and absolutely sell, assign, release and make over to the said W. S. P. all his right, title, interest, and share in and to all the stock in trade, goods, merchandise, machinery, tools, books, leasehold premises, and effects belonging to the said partnership, of whatever kind or nature, and wheresoever situated; also all his right, title, and interest in and to all the debts and sums of money now due and owing to the said firm, whether the same be by bond, bill, note or account, or otherwise; and the said J. B. P. doth hereby make and appoint the said W. S. P., his executors, administrators and assigns, to be his attorney and attorneys, to receive all and several the debts and sums of money above mentioned, to his and their own use and benefit; and doth hereby authorize the said W. S. P., his executors, etc., to demand, collect, and sue for the said debts and sums of money, and to use his, the said J. B. P.'s name in any way or manner that the collection, recovery, and realization of the said debts and demands may render necessary, as well in Court as out of Court, but at their own proper costs and charges, and without cost or damage to the said J. B. P. And the said J. B. P. doth hereby further authorize the said W. S. P. to convey and transfer to his own name, and for his own use and benefit, any and all sums of money and effects, real and personal estate, which may be taken or received in the name of the said firm, and to hold the same free from all claims by the said J. B. P., his executors, administrators, or assigns.

And these presents further witness, that, in pursuance of the said agreement, the said W. S. P., for himself, his executors, and administrators, doth hereby covenant to and with the said J. B. P., his executors and administrators, that he, the

said W. S. P., and his, etc., shall pay and discharge, and at all times hereafter save harmless and indemnify the said J. B. P., his, etc., from and against all and every the debts, duties and liabilities, which, at the dissolution and determination of the said partnership, were due and owing by the said firm to any person or persons, for any matter or thing touching the said partnership, and of and from all actions, suits, costs, expenses, and damages, for or concerning the said debts, duties, and liabilities, unless the said J. B. P. shall have contracted any debts or incurred any liabilities in the name and on account of the said firm, which are unknown to the said W. S. P., and do not appear in the books of the said firm; for which, if any such exist, the said W. S. P. does not hereby intend to make himself responsible.

In witness, etc.

FORM 178.

Assignment of Apprenticeship Indenture by Endorsement.

Know all men by these presents, that I, the within named _____ by and with the consent of _____ my within named apprentice, and _____ his father (*or as the case may be*), parties to the within Indenture, testified by their signing and sealing these presents, for divers good causes and considerations have assigned and set over, and do hereby assign and set over, the within Indenture, and the said the apprentice within named, unto _____ of the _____ of _____ his executors, administrators, or assigns, for the residue of the within mentioned term, he and they performing all and singular the covenants therein contained on my part to be kept and performed.

And I, the said _____ do hereby covenant on my part, with the consent of my father, the said _____ faithfully to serve the said _____ as an apprentice for the residue of

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the term within mentioned, and to perform toward him all and singular the covenants within mentioned on my part to be kept and performed.

And I, the said _____ for myself, my executors, administrators, and assigns, do hereby covenant to perform all and singular the covenants within mentioned on the part of the said _____ to be kept and performed toward the said apprentice.

Witness our hands and seals this _____ day of _____ 19____.

FORM 179.

Assignment of Articles of Clerkship.

This Indenture made the _____ day of _____ A.D. 19____, between A. A. of _____ gentleman, a solicitor of the Supreme Court of Judicature for Ontario, of the first part; C. C. of _____ and D. C. (the clerk), son of the said C. C., of the second part, and E. F., of _____ gentleman, a solicitor of the Supreme Court of Judicature for Ontario, of the third part; Whereas by articles of Clerkship bearing date the _____ day of _____ A.D. 19____, made between the said A. A. of the one part and the said C. C. and D. C., his son, of the other part, and D. C., of his own free will did put, place and bind himself clerk to the said A. A. to serve him from the day of the date thereof for, and during, and unto the full end and term of five years from thence next ensuing, and fully to be complete and ended, subject to the several covenants and conditions therein contained.

And whereas the said D. C. hath served the said A. A. as his clerk from the day of the date of the said articles to the day of the date of these presents; and whereas it has been agreed that the said A. A. shall assign to the said E. F. all benefit and advantage of him the said A. A. under or by virtue of the said recited Articles of Clerkship for all

the residue now to come and unexpired of the said term of five years; and it has been further agreed that the said D. C. shall put, place and bind himself as clerk to the said E. F. from the day of the date of these presents for the remainder of the said term.

Now this indenture witnesseth that in pursuance of the said agreement he the said A. A., at the request and with the consent of the said C. C. and D. C. testified by their respectively being parties to these presents hath assigned, transferred and set over, and by these presents doth assign, transfer and set over unto the said E. F. all benefit and advantage, interest, claim and demand whatsoever of him the said A. A. under the hereinbefore in part recited Articles of Clerkship, and the service of him the said D. C. under or by virtue of the same, to have and to hold all right and interest whatsoever of him the said A. A. in and to the service of him the said D. C. under or by virtue of the same unto the said E. F., his executors, administrators and assigns.

And this indenture further witnesseth that the said D. C. of his own free will and by and with the consent and approbation of the said C. C. testified as afore said, hath put, placed and bound himself, and by these presents doth put, place and bind himself clerk to the said E. F. to serve him from the day of the date of these presents for and during the remainder of the said term of five years, and fully to be complete and ended.

And the said C. C. for himself, his heirs, executors, and administrators, doth covenant with the said E. F. in manner following, that is to say, that the said D. C. will well and faithfully serve the said E. F. as his clerk, etc. (*the rest of the form to be taken from that of the original articles, but confining the service and covenants to the remainder of the term*).

In witness, etc.

FORM 180.*Assignment of a Bond by Endorsement.*

Know all men, etc., that for and in consideration of the sum of _____ of lawful money of Canada, by F. F. of _____ to the within-mentioned obligee, C. D., in hand well and truly paid at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, he the said C. D. hath bargained, sold, assigned, transferred and set over, and by these presents doth bargain, sell, assign, transfer and set over unto the said E. F., his executors, administrators, and assigns, the within written bond or obligation, and all principal and interest money thereby secured, and now due, or hereafter to become due thereon, and all benefit and advantage whatever, to be had, made, or obtained by virtue thereof, and all the right, title, interest, property, claim and demand whatsoever, both at law and in equity, of him the said C. D. of, in, to, or out of the said bond and moneys, together with the said bond. To have, hold, receive and enjoy the said bond and moneys, unto the said E. F., his executors, administrators and assigns from henceforth, for his and their own use and benefit for ever: and the said C. D. doth hereby make, constitute and appoint, and in his place and stead put and place the said E. F., his executors, administrators and assigns, the true and lawful attorney and attorneys irrevocable of him, the said C. D. in his name, but to and for the sole use and benefit of the said E. F., his executors, administrators and assigns, to ask, demand and receive of and from the within named A. B. the obligor in the within written bond or obligation named, his heirs, executors, administrators or assigns, all such principal and interest moneys as now are or shall from time to time, or at any time hereafter be due upon the said bond, and to sue and prosecute any action, suit, judgment or execution thereupon, and to acknowledge, make and give full satisfaction, receipts, releases and discharges, for all moneys secured by the said

bond, and now due, or at any time hereafter growing due thereon, and generally to do all and every such further and other lawful acts and things, as well for the recovering and receiving as also for the releasing and discharging of all and singular the said hereby assigned bond, moneys and premises, as fully and effectually to all intents and purposes, as the said C. D., his executors, administrators or assigns could or might do if personally present and doing the same. And the said C. D. doth hereby for himself, his executors and administrators covenant with the said E. F., his executors, administrators and assigns, to ratify, allow and confirm all and whatsoever the said E. F., his executors, administrators or assigns shall lawfully do or cause to be done in or about the premises, by virtue of these presents. And the said C. D. for himself, his executors and administrators, doth further covenant promise and agree to and with the said E. F., his executors and assigns, by these presents, in manner following, that is to say, that the within mentioned sum of remains justly due and owing upon the said bond, and that he the said C. D. hath not received or discharged all or any of the said moneys due, or to grow due on the said bond, nor shall or will release, nonsuit, vacate or disavow any suit or other legal proceedings to be had, made or prosecuted by virtue of these presents, for the suing for, recovering, releasing or discharging of the said moneys, or any of them, without the license of the said E. F., his executors, administrators or assigns, first had and obtained in writing, nor shall or will revoke, invalidate, hinder, or make void these presents, or any authority or power hereby given, without such license as aforesaid.

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FORM 181.

Assignment of Bond by Endorsement.

Know all men by these presents, that I, A. B., of the
of , in the county of and
province of Ontario, in consideration of the sum of
of lawful money of Canada to me in hand, paid by C. D., of,
etc., at or before the sealing or delivery of these presents
(the receipt whereof is hereby acknowledged) have sold,
assigned, transferred, and set over unto the said C. D., his
executors, and assigns, the within bond or obligation, and
all principal and interest thereby secured, and now due, or
hereafter to accrue due thereon, and all benefit and advantage
whatever to be had, made or obtained by virtue thereof,
and all the right, title, interest, claim, property, and demand
whatsoever to me the said A. B., of, into, or out of the said
bond and moneys, together with the said bond. To have
hold, receive, and enjoy the said bond and moneys unto the
said C.D., his executors, administrators, and assigns, from
henceforth for his and their own use and benefit for ever.

In witness, etc.

FORM 182.

Assignment of Replevin Bond.

Know all men by these presents that I, Esquire,
Sheriff of the County of , have at the request of
the within named C. D., the avowant (or person making
cognizance) in this cause, assigned over this Replevin Bond
unto the said C. D. pursuant to the Statute in such case made
and provided.

In witness whereof I have hereunto set my hand and
seal of office this day of A.D., 19 .
Signed, sealed and delivered }
in the presence of }

FORM 183.*Assignment of Bail Bond.*

I, the within named Sheriff of _____, have, at the request of A. B., the plaintiff, also within named, assigned to him, the said A. B., the within written bail bond, and all benefit and advantage arising therefrom, pursuant to the statute in that case made and provided.

In witness whereof I have hereunto set my hand and seal of office this _____ day of _____ A.D. 19____.

Signed, sealed and delivered by the within }
named Sheriff in the presence of. }

FORM 184.*Assignment of Several Demands Mentioned in Schedule.*

Agreement made this _____ day of _____ 19____,
between _____ of _____, of the one part, and
_____ of _____ of the other part.

Whereas the said _____ has for some time past carried on the trade or business of a _____ at _____ afore-said, and in the course of such trade or business the several persons whose names are mentioned in the schedule hereunder written have become indebted to him in the sums of money set opposite to their respective names, and he has contracted with the said _____ for the absolute sale to him of the said debts for the sum of _____ dollars; Now these presents witness that in consideration of the sum of _____ dollars paid on the signing hereof, the receipt whereof is hereby acknowledged, he the said _____ doth hereby assign unto the said _____ his executors, administrators and assigns, all and singular the said debts and sums of money mentioned in the said schedule which are now owing to the said _____; to have, receive, and take the said debts and sums of money unto the said _____, his executors, administrators and assigns, for his and their absolute use and benefit, as witness the hand of the said _____

In witness, etc.

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FORM 185.

Assignment of Debt with Warranty.

Know all men by these presents that I, C. P., of the City
of _____ in the County of _____ and Province of
Ontario, _____ in consideration of _____ dollar-
now paid to me by N. B. of the said City, broker and general
agent, do hereby assign and transfer to him the said N. B.
all that certain debt due to me by one T. S. for goods sold by
me to said T. S., and all my right, title and interest in and
to the same and every part thereof.

And I hereby warrant to him the said N. B. that there
is due to me from the said T. S., the sum of seventy dollars
on account of the said debt, and that this last mentioned sum
is now due to me over and above all claims of set-off or
otherwise and is a valid and subsisting claim for the said
amount, and that I have not made or knowingly suffered any
act, deed, or thing, whereby the said debt or demand or any
part thereof, can be impeached or affected in any wise how-
soever.

Dated at _____ this _____ day of _____
A.D. 19 _____ C. P.

FORM 186.

Assignment of Part of Debt.

Know all men by these presents that I, P. S., of the
_____ of _____ in the County of _____
and Province of Ontario, gentleman, in consideration of the
sum of _____ dollars, now paid to me by T. M., of the
said _____, do hereby assign and transfer to him the
said T. M. a part of a certain debt owing to me by one E. L.
of the _____ of _____ of the County of _____;
the said part being to the extent of _____ dollars
of said debt, and all my right, title and interest in and to
the said part of debt.

And I hereby warrant to the said T. M. that there is due to me from the said E. L. the sum of dollars on account of said debt over and above all claims for set off or otherwise, and that the said claim is a valid and subsisting claim to the extent of dollars, and I have not knowingly suffered any act, deed, or thing, whereby the said claim to the said extent can be impeached or affected in anywise howsoever.

Dated at this day of P. S.
A.D. 19 .

FORM 187.

General Assignment of Book Debts.

Know all men by these presents that I, S. F., of the town of in the County of in consideration of dollars, now paid to me by T. W., of the of in said County of gentleman, do hereby assign and transfer to him the said T. W. all the debts, claims and demands (*mentioned in the Schedule hereto annexed, or contained in a certain ledger marked "A," and signed by me*) whether the said demands are payable in money or otherwise, and all my right, title and interest in and to the said debts, claims and demands and very or any part thereof respectively.

And I, the said S. F. do hereby warrant that there is due to me from the said parties respectively the amounts which respectively appear to be due by said Schedule (*or ledger*) and that the said sums are respectively due to me over and above all claims of set off or otherwise, and that they are valid and subsisting claims for the said respective amounts, and I have not made or knowingly suffered any act, deed, or thing, whereby the said debts, claims or demands, or any of them, or any part thereof respectively, can be impeached or affected in anywise howsoever.

Dated at this day of S. F.
A.D. 19 .

FORM 186.*Assignment of a Debt, with Power of Attorney, &c.*

Know all men by these presents, that in consideration of the sum of dollars, paid to by of in the county of (the receipt of which is hereby acknowledged) do hereby sell, assign, and transfer unto the said all claims and demands against of for debts due to the said and all actions against said now pending in favour, and all causes of action whatsoever against him.

And the said do hereby nominate and appoint the said his executors and administrators, attorney and attorneys, irrevocable; and do give him and them full power and authority to institute any suit or suits against said and to prosecute the same, and any suit or suits which are now pending for any cause or causes of action, in favour of said against said to final judgment and execution; and any executions for the cause or causes aforesaid, to cause to be satisfied by levying the same on any real or personal estate of the said and the proceeds thereof to take and apply to his or their own use; and in case of levying said executions on any real estate, the said hereby empower the said his executors and administrators to sell, and execute deeds to convey the same, for such price or consideration, and to such person or persons, and on such terms, as he or they shall deem expedient; or if he or they prefer it, to execute any conveyance that may be necessary to vest the title thereof in him or them, as his or their own property; but it is hereby expressly stipulated that all such acts and proceedings are to be at the proper costs and charges of the said his executors and administrators without expense to the said .

And the said do further empower the said his executors and administrators, to appoint

such substitute or substitutes as he or they shall see fit, to carry into effect the objects and purposes of this authority, or any of them, and the same to revoke from time to time at his or their pleasure; the said hereby ratifying and confirming all the lawful acts of the said his, etc., in pursuance of the foregoing authority.

In witness, etc.

FORM 189.

Assignment of Judgment Debt.

This Indenture made the day of A.D. 19 , between of the first part; and of the second part:

Whereas the said part of the first part on or about the day of 19 , recovered a judgment in the Court of against for the sum of damages, and costs, making together the sum of

And whereas the said part of the first part agreed to assign the said judgment and all benefit to arise therefrom either at law or in equity unto the said of the second part in manner hereinafter expressed:

Now this indenture witnesseth that in pursuance of the said agreement and in consideration of the sum of lawful money of Canada to the said part of the first part in hand well and truly paid by the said part of the second part, at or before the execution hereof, the receipt hereof is hereby acknowledged the said part of the first part ha granted, bargained, sold, assigned, transferred and set over, and by these presents do grant, bargain, sell, assign, transfer and set over unto the said part of the second part executors, administrators and assigns.

All that the said hereinbefore mentioned judgment, and all and every sum and sums of money now due, and hereafter

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to grow due by virtue thereof, for principal, interest and costs, and all benefit to be derived therefrom, either at law or in equity, or otherwise howsoever: To have, hold, receive, take and enjoy the same and all benefit and advantage thereof, unto the said part of the second part, executors, administrators and assigns, to and for and their own proper use and as and for and their own proper moneys and effects absolutely.

And the said part of the first part hereby constitute and appoint the said part of the second part executors and administrators, to be the true and lawful attorney and attorneys in the name of the said part of the first part, or otherwise, but at the proper costs and charges of the said part of the second part, executors and administrators, to ask, demand and receive of and from the said executors or administrators, the said judgment, debt, and premises hereby assigned, and on payment of the same, or any part thereof, to obtain any execution or executions, or bring, commence and prosecute any action or actions, suit or suits, as well at law as in equity, for the recovery of the same, and to use all such other lawful remedies, ways and means, as the said part of the first part could or might have used or taken for the recovery thereof to sign and give good and effectual receipt and receipts for the same, with full power from time to time to appoint a substitute or substitutes for all or any of the purposes aforesaid.

And the said part of the first part do hereby agree to ratify and confirm whatsoever the said part of the second part executors or administrators, shall lawfully do, or cause to be done, in and about the premises.

And the said part of the second part hereby covenant indemnify and save harmless the said part of the first part from all loss, costs, charges, damages and expenses, reason or on account of any such proceedings as aforesaid.

In witness, etc.

FORM 190.*Assignment of Wages Due and to Become Due.*

Know all men by these presents that I, _____ of
 in the county of _____, in consideration
 of _____ dollars to me paid by _____, of _____,
 the receipt whereof I do hereby acknowledge, do hereby
 assign and transfer to said _____ all claims and demands
 which I now have, and all which at any time between the
 date hereof and _____ day of _____ next, I may
 and shall have against _____ of _____ for all
 sums of money due, and for all sums of money and demands
 which at any time between the date hereof and the said
 day of _____ next, may and shall become due to me for
 services as a _____; to have and to hold the same to the
 said _____, his executors, administrators and assigns
 forever. And I, the said _____, do hereby constitute
 and appoint the said _____ to be my attorney irrevocable
 in the premises, to do and perform all acts, matters and
 things touching the premises, in like manner to all intents
 and purposes as I could if personally present.

In witness, etc.

FORM 191.*Assignment of Legacy.*

Whereas, one E. B., late of the _____ of
 in the County of _____, and Province of Ontario, now
 deceased, made his last will and testament in writing, dated,
 etc., and thereby did bequeath to W. B., of the said
 of _____ the sum of _____ dollars to be paid out
 of the personal estate of the said E. B. And whereas, the
 said W. B. has agreed with R. C., of _____, afore-said,
 for the assignment to him for the consideration
 hereinafter mentioned of the said legacy.

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Now know all men by these presents, that in pursuance of the said agreement and in consideration of he the said W. B. doth hereby assign and transfer to the said R. C., the sum of dollars so bequeathed to him as aforesaid, and all his right, title, and interest in and to the same, and the said W. B. doth hereby for himself, his executors and administrators, covenant that the said legacy is a valid and subsisting claim against the estate of the said E. B., and that the said W. B. hath not knowingly suffered any act, deed or thing, whereby the said legacy, or any part thereof, can be impeached or affected in anywise howsoever, or whereby he, the said W. B., has become disentitled thereto.

In witness, etc.

FORM 192.

Assignment of an Entire Interest (or an undivided One-half Interest) in an Invention before the Issue of Patent.

In consideration of the sum of dollars, to be paid by S. L., of the of , I do hereby sell and assign to the said S. L., all (*or an undivided half of all*) my right, title, interest in and to my invention for as fully set forth and described in the specifications which I have signed preparatory to obtaining a patent. And I do hereby authorize and request the Commissioner of Patents to issue the said patent to the said S. L. (*or jointly to myself and the said S. L.*) in accordance with this assignment.

Witness my hand and seal this day of
A.D. 19 , at the

FORM 193.*Assignment of an Entire Interest in a Patent.*

In consideration of _____ dollars, to be paid by
N. W., of _____

I do hereby sell, and assign to the said N. W., all my
right, title and interest in and to the Patent of
No. _____, for an improvement in _____ granted
to me, _____ A.D. 19____, the same to be held and
enjoyed by the said N. W. to the full end of the term for
which such patent is granted, as fully and entirely as the
same could have been held and enjoyed by me if this agree-
ment and sale had not been made.

Witness my hand and seal, this _____ day of
A.D. 19____, at _____

FORM 194.*Assignment of Copyright in a Book.*

This Indenture made the _____ day of _____,
in the year, etc., between L. J. of the _____ of _____,
in the County of _____, gentleman, of the one part, and
M.W., of the _____ of _____ of the other part.

Whereas the said L.J. has written a book called _____

Now this Indenture witnesseth that the said L. J. for
and in consideration of the sum of _____ dollars to him
paid by the said M. W. (the receipt whereof is hereby ack-
nowledged) hath bargained, sold and assigned unto the said
M. W., his executors, administrators and assigns all that
the said book, and all his copyright, title and interest and
property in and to the same: to have and hold the said
book, copyright and all profit, benefit and advantage that

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shall or may arise, by and from printing, reprinting, and vending the same unto the said M. W., his executors, administrators and assigns for ever. Provided always, and nevertheless, and these presents are on this express condition, that the number to be printed of the first and every other edition and impression of the said book and shall not exceed and that the said M. W., his executors, administrators and assigns shall and will pay unto the said L. J., his executors, administrators and assigns the further sum and sums of dollars for and upon the reprinting or making a second and each and every other future or further edition or impression that shall or may be made of the said book, for towards a further reward and satisfaction to the said L. J., for his writing and compiling the same, the said payments to be made before the publication of the said several impressions or editions (after the first) and before any sale of the same, or any part thereof by the said M. W., his executors, administrators and assigns or any of them or by any other person or persons, by, for, or under them, or any of them.

And the said M. W., for himself, his executors, administrators and assigns doth covenant, promise and agree to and with the said L. J., his executors, administrators and assigns, that he, the said M. W., his executors, administrators and assigns shall and will pay or cause to be paid to the said L. J., his executors or administrators, the said respective sums of dollars at, and upon the reprinting and before the publication and sale of the said second, and every other future and further edition and impression, that shall or may be made of the said book, according to the proviso aforesaid, and the true intent and meaning of these presents.

FORM 195.*Assignment of a Policy of Life Insurance.*

Indenture made this day of 19 ,
 between of hereinafter called the
 Vendor, of the one part, and of here-
 inafter called the purchaser, of the other part. In consider-
 ation of dollars to the said Vendor paid by the said
 Purchaser, the receipt whereof is hereby acknowledged, he
 the said Vendor doth hereby assign unto the said Purchaser,
 his executors, administrators and assigns all that policy of
 insurance on the life of him, the said Vendor, granted by the
 Life Insurance Company of , num-
 bered , for the sum of dollars, and all
 the moneys assured or to become payable by or under the
 said policy, and the full benefit thereof, with power to give
 an effectual discharge for all moneys to become payable there-
 under; to have and to hold the same unto the said Purchaser,
 his executors, administrators and assigns. And the said Ven-
 dor doth hereby covenant with the said Purchaser that he
 the said Vendor, will not do or knowingly suffer anything
 whereby the said Policy may be rendered void or voidable,
 or the said Purchaser, his administrators, executors or assigns
 may be prevented from receiving the said sum of
 dollars, or any part thereof, and that if the said Vendor shall
 do or suffer anything whereby any additional premium or
 payment shall become payable for keeping the said policy in
 force, then the said Vendor will at all times duly and punc-
 tually pay such additional premium, so as to keep the said
 policy in force.

In witness, etc.

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FORM 186.

Assignment of Policy of Insurance.

(Another Form).

Know all men by these presents that I, the within named A. B., in consideration of dollars to me paid by C. D. (the receipt whereof is hereby acknowledged) do hereby assign and transfer to him the said C. D., all my right, property, interest, claim and demand, in and to the within policy of insurance, and all benefit and advantage to be derived therefrom.

Witness my hand and seal, this day of ,
19 .

FORM 197.

Assignment of Life Policy—Short Form.

I, within named, in consideration of the sum of dollars to me paid by , do hereby a sign unto the said the within written policy of insurance on my life, made by the Life Insurance Company, dated the day of 19 , and numbered for the sum of dollars.

In witness, etc.

FORM 198.

Assignment of Claim for Loss under Fire Insurance Policy.

Know all men by these presents, that I, the within named A. B., for and in consideration of the sum of dollars to me paid by C. D. (the receipt whereof is hereby acknowledged), do hereby assign and transfer to the said C. D. all my claims and demands under the within policy of insurance which have already arisen, reserving, however, to

myself all my right, property and interest, claim and demand in the said policy in other respects than the said accrued claims and demands.

In witness, etc.

FORM 100.

Assignment of Interest of Vendor in Fire Insurance Policy on the Property to Purchaser on Sale.

I hereby transfer, assign and set over unto C. D., the purchaser of the property, all my right, title and interest in the within policy. (a)

Dated this day of , 19 .

FORM 200.

Assignment of Shares to Broker as Collateral Security for Advance.

In consideration of making an advance to me of dollars repayable on call (or as the case may be) with interest at per cent. per annum, have assigned to them as collateral security for the due payment of said advance and agree to keep up a cash margin thereon of not less than .

Should the above advance not be duly paid with interest at maturity, or the margin of security not kept at per cent. above the value quoted in the ordinary newspaper reports are hereby authorized to sell or dispose of said security, without notice, and to supply proceeds in liquidation of said advance.

The whole without prejudice to the ordinary legal remedies thereon.

Toronto, , 19 .

(a) If the vendor is accepting a mortgage as part payment state "subject to my interest as first (or second as the case may be) mortgagee."

FORM 201.

Assignment for Benefit of Creditors.

This Indenture made the _____ day of _____ in the year of our Lord one thousand nine hundred and _____ pursuant to an Act of the Legislature of the Province of Ontario, being an Act respecting Assignments and Preferences by insolvent persons.

Between _____ the debtor, _____ of the first part, _____ the assignee _____ of the second part, and the several firms, persons and corporations who are creditors of the said debtor, hereinafter called the creditors of the third part.

Whereas the said debtor _____ ha heretofore carried on business at _____ as _____ and being unable to pay _____ creditors in full, ha agreed to convey and assign to the said assignee all _____ estate, real and personal for the purpose of paying and satisfying the claims of _____ creditors rateably and proportionately, and without preference or priority.

Now this indenture witnesseth that in consideration of the premises and of the sum of one dollar, the said debtor do hereby grant and assign to the said assignee _____ heirs, executors, administrators and assigns.

All _____ the personal property which may be seized and sold under execution.

And all _____ real estate, credits and effects.

To have and to hold the same unto the said assignee, _____ heirs, executors, administrators and assigns respectively, according to the tenure of the same.

Upon trust that the said assignee _____ heirs, executors, administrators, and assigns, shall sell and convey the real and personal estate and convert the same into money, and collect and call in the debts, dues and demands of the said debtor.

And it is hereby declared that the said assignee, executors, administrators and assigns shall stand possessed of the moneys derived from the sale of the real and personal estate, and in the moneys collected and called in and all other moneys which the said assignee heirs, executors, administrators and assigns, shall receive for or on account of the premises hereinbefore assigned.

Upon trust, in the first place to pay the costs of and incidental to the preparation and execution of these presents; secondly, to deduct and retain such remuneration as shall be voted or fixed for him, the said assignee under the provisions of the said Act; and thirdly, to pay off the debts and liabilities of the said debtor to the said creditors, respectively and rateably and proportionately and without preference or priority, and the surplus, after payment of all claims, costs, charges and expenses in full to hand over to the said debtor.

The said debtor appoint the said assignee executors, administrators and assigns lawful attorney irrevocable in name to do all matters and things, make, sign, seal and execute all deeds, documents and papers necessary to more fully perfect in the title to the lands, premises, goods and chattels, debts, dues and demands hereby assigned or intended so to be and to do all other acts, matters and things necessary to enable the said assignee to carry into effect the intent of these presents.

And the said parties of the third part, being a majority of the creditors, hereby assent to this assignment, and direct that it be made to in the stead and place of the

Sheriff of the County of

In witness whereof, etc.

Signed, sealed, etc.

FORM 202.

License to Lessee to Assign Lease.

Whereas by Indenture of lease, dated (*etc.*, *recite lease, then go on thus*): and in the said indenture is contained a covenant on the part of the said C. D., his executors, administrators and assigns should not nor would (*recite covenant not to assign, etc.*), without the consent in writing of the said A. B., his heirs (*or executors, administrators*) or assigns, for that purpose first had and obtained. Now the said A. B. at the request of the said C. D., doth hereby give and grant unto the said C. D. license and consent to assign and transfer all his estate, term and interest of, in and to the said premises, with the appurtenances comprised in and demised by the said recited Indenture of Lease, unto I. K., or his executors, and administrators, subject nevertheless to the payment of the rent, and the performance and observance of the covenants and conditions in the said recited indenture reserved and contained, and on the lessee's part to be paid, performed and observed. As witness the hand of the said A. B. the day of 19 .

In witness, etc.

FORM 203.

The Like by Deed-Poll (Indorsed).

To all to whom these presents shall come, C. D., of sends greeting: Know ye, that the said C. D. at the request of the within named A. B. and in consideration of the sum of \$ now paid by the said A. B. to the said C. D. (the receipt whereof is hereby acknowledged) doth assign, surrender and yield up unto the said A. B., his heirs, or (*executors, administrators*) and assigns all, etc. (*remainder as in No. 202, including the covenant against incumbrances*).

In witness whereof the said C. D. hath hereunto set his hand and seal, on the day of 19 .

Signed, sealed and delivered by the above named C. D. in the presence of

I accept the above surrender. (Signed) A. B.

FORM 201.

License by Superior Lessor and Underlessor to an Under-lessee to Assign.

WHEREAS (*recite lease from A. B. to C. D.*).

AND WHEREAS by an Indenture of underlease dated, etc., and made, &c., the said C. D. (having first obtained the license and consent in writing of the said A. B.), did demise all, &c., (*parcels*), unto the said E. F., for all the residue of the said term of twenty-one years granted by the said indenture of lease as aforesaid, except the last ten days thereof, at the yearly rent of \$, and subject to the covenants therein contained, and on the lessee's part to be observed and performed, being covenants to the like effect as the lessee's covenants contained in the said indenture of lease of the day of , and also a covenant by the said E. F., not to assign or underlet without the license or consent in writing of the said C. D., his executors, administrators, or assigns, and also of the said A. B., his heirs or assigns, first had and obtained, and subject also to condition for re-entry on breach of any of the said covenants; AND WHEREAS the said E. F. has requested the said A. B. and C. D. to grant their license and consent to such assignment as is hereafter mentioned, which they have agreed to do: NOW THEREFORE the said A. B. and C. D. do, and each of them doth, hereby give and grant to the said E. F., license and authority to assign all the premises comprised in the said Indenture of underlease of the day of 19 , unto G. H., of, &c., subject to the rent, covenants, and conditions by and in the said indenture of underlease contained, and on the underlessee's part to be observed and performed, including the covenant against assigning and underletting without consent, which covenant shall remain in full force as against the said G. H., his executors, administrators or assigns.

AS WITNESS the hands of the said A. B. and C. D. this
day of 19 .

FORM 205.*Attorney, Powers of.**Forms of Commencement.*

Know all men by these presents, that I, _____ of _____
do hereby appoint _____, of _____
my attorney for me and in my name, etc., or

Know all men by these presents that we, _____ of _____ carrying on business in part-
nership together as _____, under the style or firm of
& Co., do and each of us doth hereby appoint
_____, of _____ and _____ of _____
jointly and each of them severally the attorneys and attor-
ney of us and each of us and of our said firm of
& Co., in the names or name and on behalf of us and
each of us and our said firm, to, etc.

FORM 206.*Ratification Clause.*

And I hereby for myself, my heirs, executors, and ad-
ministrators, ratify and confirm, and agree to ratify and
confirm, whatsoever my said attorney shall do by virtue of
these presents.

FORM 207.*Testimonium Clause.*

In witness whereof I have hereunto set my hand and
seal this _____ day of _____ 19____.

FORM 208.*General Form of Power of Attorney.*

Know all men by these presents, that _____ do hereby
make, nominate, constitute and appoint _____ true and
lawful attorney for _____ and in _____ name,
place and stead, and for _____ sole use and benefit to.

(Here insert the particular objects for which the power is given) and for all and every of the purposes aforesaid do hereby give and grant unto _____ said attorney, full and absolute power and authority to do and execute all acts, deeds, matters and things necessary to be done in and about the premises, and also to commence, institute and prosecute all actions, suits, and other proceedings which may be necessary or expedient in and about the premises as fully and effectually to all intents and purposes as _____ could do if personally present and acting therein, and also with full power and authority for _____ said attorney to appoint a substitute or substitutes, and such substitution at pleasure to revoke _____ hereby ratifying and confirming, and agreeing to ratify, confirm and allow all and whatsoever _____ said attorney or such substitute or substitutes shall lawfully do in and about the premises by virtue hereof.

In witness whereof, etc.

Signed, sealed, etc.

FORM 209.*Notarial Certificate to Foregoing.*

Canada. I, _____ a Notary Public, duly
Province of _____ commissioned in and for the said Province
To wit: _____ residing _____ do
hereby certify and attest that the within
Power of Attorney was duly signed, sealed, and executed by
the constituent therein named in my presence and in the
presence of the other witness thereto subscribed: that the

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signature thereto subscribed of _____ as constituent and
 of _____ as witnesses, are the true and respective sig-
 natures of the said constituent and witnesses, and that the
 said Power of Attorney was so executed at _____ in
 Canada (where stamped paper is not used or required by
 law), on the date thereof.

An Act whereof being requested I have granted these
 presents in Notarial Form to serve and avail as occasion
 shall or may require.

In testimony whereof I have hereunto set my hand and
 affixed my notarial seal at _____ this _____ day of
 A.D. 19 _____

FORM 210.

General Power of Attorney.

Know all men by these presents, that _____ for divers
 good causes and considerations, _____ thereunto moving
 have nominated, constituted, and appointed, and by these
 presents do _____ nominate, constitute and appoint
 _____ true and lawful attorney, for _____ and in
 _____ name and on _____ behalf and for
 sole and exclusive use and benefit to demand, recover and
 receive from all and every or any person or persons whomso-
 ever all and every sum and sums of money, goods, chattels,
 effects and things whatsoever which now are or is or which
 shall or may hereafter appear to be due, owing, payable or
 belonging to _____ whether for rent or arrears of rent or
 otherwise in respect of _____ estate, or for the principal
 money and interest now or hereafter to become payable to
 _____ upon or in respect of any mortgage or other se-
 curity or for the interest or dividends to accrue or become pay-
 able to _____ for or in respect of any shares, stock or
 interest which _____ may now or hereafter hold in any
 joint stock or incorporated company or companies, or for
 any moneys or securities for money which are now or here-
 after may be due or owing or belonging to _____ upon

any bond, note, bill or bills of exchange, balance of account current, consignment, contract, decree, judgment order or execution, or upon any other account.

Also to examine, state, settle, liquidate and adjust all or any account or accounts depending between and any person or persons whomsoever. And to sign, draw, make or endorse name to any cheque or cheques or orders for the payment of money, bill or bills of exchange, or note or notes of hand, in which shall be interested or concerned, which shall be requisite. And also in name to draw upon any bank or banks, individual or individuals, for any sum or sums of money that is or are or may be to credit or which or may be entitled to receive, and the same to deposit in any bank or other place, and again at pleasure to draw for from time to time as could do. And upon the recovery or receipt of all and every or any sum or sums of money, goods, chattels, effects or things due, owing, payable or belonging to for and in name and as act and deed to sign, execute and deliver such good and sufficient receipts, releases and acquittances, certificates, reconveyances, surrenders, assignments, memorials or other good and effectual discharges, as may be requisite.

Also in case of neglect, refusal or delay on the part of any person or persons to make and render just, true and full account, payment, delivery and satisfaction in the premises him, them or any of them thereunto to compel, and for that purpose for in name to make such claims and demands, arrests, seizures, levies, attachments, distrainments and sequestrations, or to commence, institute, sue and prosecute to judgment and execution such actions, ejectments and suits at law or in equity as said attorney or attorneys shall think fit: also to appear before all or any Judges, Magistrates or other Officers of the Courts of Law or Equity: and then and there to sue, plead, answer, defend and reply in all matters and causes concerning the premises: and also to exercise and execute all powers

of sale or foreclosure, and all other power and authorities vested in _____ by any mortgage or mortgages belonging to _____ as mortgagee.

And also, in case of any difference or disputes with any person or persons concerning any of the matters aforesaid, to submit any such differences and disputes to arbitration or umpirage, in such manner as _____ said attorney or attorneys shall see fit; and to compound, compromise and to accept part in satisfaction for payment of the whole of any debt or sum of money payable to _____ or to grant an extension of time for the payment of the same, either with or without taking security, or otherwise to act in respect of the same as to _____ said attorney or attorneys shall appear most expedient.

And also, for _____ and in _____ name, or otherwise on _____ behalf, to take possession of and to let, set, manage and improve _____ real estate, lands, messuages and hereditaments whatsoever, and wheresoever, and from time to time to appoint any agents or servants to assist him or them in managing the same, and to displace or remove such agents or servants, and appoint others, using therein the same power and discretion as _____ might do.

And also, as and when _____ said attorney or attorneys shall think fit to sell and absolutely dispose of _____ said real estates, lands and hereditaments, and also such shares, stocks, bonds, mortgages and other securities for money as hereinbefore mentioned, either together or in parcels, for such price or prices, and by public auction or private contract, as to _____ said attorney or attorneys shall seem reasonable or expedient; and to convey, assign, transfer and make over the same respectively to the purchaser or purchasers thereof: with power to give credit for the whole or any part of the purchase money thereof; and to permit the same to remain unpaid for whatever time and upon whatever security, real or personal, either comprehending the purchased property or not, as _____ said attorney or attorneys shall think safe and proper.

And further, for _____ and in _____ name as
act and deed to execute and do all such assurances,
deeds, covenants and things as shall be required, and
said attorney and attorneys shall see fit, for all or any of the
purposes aforesaid; and to sign and give receipts and dis-
charges for all or any of the sum or sums of money which
shall come to his or their hands by virtue of the powers
herein contained, and which receipts, whether given in
name or that of _____ said attorney or attorneys, shall
exempt the person or persons paying such sum or sums of
money from all responsibility of seeing the application
thereof.

And also, for _____ and in _____ name, or otherwise, and on _____ behalf, to enter into any agreement or arrangement with every or any person to whom _____ or shall be indebted touching the payment or satisfaction of his demand, or any part thereof: and generally to act in relation to _____ estate and effects, real and personal, as fully and effectually, in all respects, as _____ could do if personally present.

And hereby grant full power to said attorney to substitute and appoint one or more attorney or attorneys under him, with the same or more limited powers, and such substitute and substitutes at pleasure to remove, and others to appoint, the said hereby agreeing and covenanting for heirs, executors and administrators to allow, ratify and confirm whatsoever said attorney or his substitute or substitutes shall do or cause to be done in the premises by virtue of these presents, including in such confirmation whatsoever shall be done between the time of decease or of the revocation of these presents, and the time of such decease or revocation becoming known to said attorney or attorneys, or such substitute or substitutes.

As witness, etc.

Signed, sealed, etc.

FORM 211.

Special Clauses in Powers of Attorney.

To Manage Real Estate.

To manage or superintend all the estates of which I am or shall become possessed in the town of _____, and province of _____, and to cut timber and mine coal upon said estate, and to erect, pull down, and repair houses or other buildings or machinery, and to make roads on or otherwise improve any of the premises, and to insure the buildings and other property against damage or loss by fire.

FORM 212.

To Deliver a Particular Deed.

In my name, and as my act and deed, to sign, seal, acknowledge, and deliver a certain deed, prepared for execution and bearing date on or about the _____ day of _____, intended to convey to _____, of _____, a certain lot of land, situate, etc., for the consideration of _____ dollars, and for me to receive said purchase money.

FORM 213.

To Mortgage any Property.

To borrow from time to time such sums of money and upon such terms as the said attorney may think expedient for or in relation to any of the purposes or objects aforesaid, upon the security of any of my property, whether real or personal or otherwise, and for such purposes to give and execute and acknowledge mortgages with such powers and provisions as he may think proper, as also such notes or bonds as it is necessary or proper to use therewith.

FORM 214.*To Mortgage Particular Property.*

For me, and in my name, and as my act and deed, to sign, seal, or acknowledge, and deliver a mortgage deed of a certain store and the lot of land connected therewith, numbered on _____ street, in the city of _____, etc., to such person or persons, savings bank, or other corporation, as shall loan to me thereon the sum of ten thousand dollars, and for me to receive the amount of said loan.

FORM 215.*To Execute Leases Generally.*

In my name, and as my act and deed, to sign, seal, acknowledge, and deliver all such leases and agreements as shall be requisite, or as my said attorney shall deem necessary or proper, in the care and management of my estate situate at _____; and to receive and collect all the rents that may be payable to me or to said estate, and in my name to sign effectual receipts for the same.

FORM 216.*To Collect Rent of a Particular Tenant, and to Enter on Default.*

For me, and in my name, to receive of and from _____ of _____, on the _____ day of _____ next, the sum of _____ dollars, the amount of one quarter's rent, which will then become due and payable to me from the said tenant, for and in respect of a dwellinghouse, lands, and premises, with their appurtenances, and which by a certain indenture of lease, bearing date on or about the _____ day of _____, were demised by me to the said tenant for the

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term of years, which term is still unexpired; and in default of payment I give my said attorney full power and authority into and upon the said dwelling-house, lands and premises to enter, and, for me and in my name, stead, and place, to take possession thereof, to the intent that the said Indenture of Lease and the term thereby granted may become void, according to a certain proviso therein contained and generally to execute and perform all things requisite or necessary to be done in or about the premises.

FORM 218.

To Deposit Moneys and Draw Cheques in the Principal's Name.

Upon receipt of any moneys which shall be paid to the said attorney by virtue of the premises, to pay or deposit the same in my name, or otherwise, with any banker, broker, or other agent, to draw out such moneys from time to time, and to apply the same for any of the purposes aforesaid, or from time to time to invest the same at the discretion of the said attorney; and from time to time to sell, vary, and dispose of such investments, and to apply the purchase money for any of the purposes aforesaid.

FORM 219.

To Sign or Indorse Bills or Notes.

And to make, draw, sign, or indorse, in my name any bills of exchange or promissory notes in which I shall be interested or concerned, or which shall be requisite in or about my business.

FORM 220.*To Indorse Cheques, Bills of Exchange and Notes.*

Upon receipt of any bill of exchange, cheque, or order, or of any promissory note or other negotiable paper, payable to me, to indorse or negotiate the same in my name, and the proceeds to receive and apply for my use for the purposes aforesaid, or for such purposes as I shall direct; and also in my name to accept any draft or bill of exchange which may be drawn upon me in relation to the matters aforesaid committed or entrusted to my said attorney.

FORM 221.*To Receive Debts and other Personal Property.*

To demand, sue for, and receive all debts, moneys, securities for money, goods, chattels, legacies, or other personal property to which I am now or may hereafter become entitled, or which are now or may become due, owing, or payable to me from any person or persons whomsoever, and in my name to give effectual receipts and discharges for the same.

FORM 222.*To Receive a Particular Sum of Money.*

To receive from _____ of _____, the sum of _____ dollars, being the price agreed to be paid by him to me for a certain parcel of land situate, etc., and any interest that may be due thereon, and to give an effectual receipt and discharge for the same.

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FORM 223.

To Prosecute and Defend Suits.

To commence, prosecute, or enforce, or to defend, answer, or oppose all actions or other legal proceedings touching any of the matters aforesaid, or any other matters in which I am or may hereafter be interested or concerned; and also, if it shall seem best, to compromise, refer to arbitration, or submit to judgment in any such action or proceeding.

FORM 224.

To Compromise Claims.

To adjust, settle, compromise, or submit to arbitration, any accounts, debts, claims, and demands, disputes, and matters touching any of the matters aforesaid, or any other matters which are now subsisting or may hereafter arise between me and any other person or persons.

FORM 225.

To Employ Agents or Servants.

To appoint and employ any agents, servants, or other persons, at such salary or for such compensation as my said attorney may think proper; and the same from time to time to dismiss or discharge, and any others to appoint or employ in their stead.

FORM 226.*To Vote at Meetings of Corporations.*

To vote at the meetings of any company or companies, and otherwise to act as my proxy or representative, in respect of any shares now held, or which may hereafter be acquired, by me therein, and for that purpose to sign and execute proxies or other instruments in my name and on my behalf.

FORM 227.*To Sell Goods as a Mercantile Agent.*

To sell all or any part of such goods, wares, merchandise, and stock in trade as now or at any time hereafter I may have and possess at _____, upon such terms, and in such amounts, and at such times as my said attorney may deem best; my said attorney keeping full and accurate accounts of the goods now on hand, and of such as he may hereafter receive, and of all sales thereof; giving unto my said attorney full power to make sales by himself or his agents and servants, and generally to do all lawful acts as fully as I myself might do if I were personally present.

FORM 228.*To Sell Shares and Securities.*

From time to time to sell and dispose of as my said attorney shall think expedient, either by public auction or private sale, any shares of stock I now hold, or may hereafter hold, in any business corporation, or any bonds, or securities of the Dominion of Canada, or of any province or municipal corporations or private company, and to receive the consideration money for the sale thereof, and for me and in my name to execute such transfers or assignments as shall be necessary to assign my said shares, bonds, or securities to the purchaser or purchasers thereof.

FORM 229.*To Receive Distributive Share of an Intestate's Estate.*

(After recital of intestate's death and appointor's interest). For me and in my name, to ask, demand, sue for, recover, and receive of and from the administrator or administrators of my said deceased father all my distributive share of his, my said deceased father's personal estate and effects, to which I am by law or otherwise entitled as one of his next of kin, under the statutes for the distribution of the personal estate of intestates; and upon receipt hereof for me, and in my name, to give good and effectual releases and discharges to the administrator or administrators of my said deceased father. And also for me, and in my name, and to my use, to settle and adjust with the said administrator or administrators any accounts, agreement, or composition in, about, or concerning my said distributive share or other matters or thing in relation thereto. And all and whatsoever my said attorney shall lawfully do or cause to be done in or about the premises I do hereby ratify and confirm.

FORM 230.*To Receive Share in Residuary Real Estate.*

(After recital of execution and probate of will). For me, and in my name, to adjust and settle with the said executors all accounts relative to my share in the said residuary estate, as also respecting all moneys expended by them upon my maintenance and education; and also for me, and in my name, and for my use, to ask, demand, sue for, recover, and receive of and from the said executors all such balance as upon the settlement of such accounts shall appear to be justly owing to me; and also for me, and in my name, and for my use,

to accept a transfer of any part of the said residuary estate which may be invested in any bonds, stocks, or other securities proper for executors or trustees to hold, and upon the receipt of such moneys, or acceptance of such transfer, to give good and sufficient releases and discharges for the same to the said executors, and for that purpose, and in my name, to sign and seal, and as my act and deed, deliver all such releases, acquittances, and discharges, as may appear to be necessary or expedient, in that behalf as shall be tendered to him for that purpose.

FORM 231.*Provision for a Substitute in Certain Contingencies.*

And in case the said attorney shall die, or become incapable of acting as my attorney, I hereby appoint of _____, to be my attorney in place of the said attorney, with power to exercise all or any of the powers and authorities hereinbefore conferred on the said attorney, in as full and ample a manner in all respects as if the name of the said substitute had been hereinbefore throughout inserted instead of the said attorney.

FORM 232.*To Appoint Substitutes.*

To substitute and appoint from time to time an attorney or attorneys, under him, the said attorney, with same or more limited powers, and such substitute, or substitutes at pleasure to remove, and another, or others, to appoint.

FORM 1041

To Act Generally.

And generally to act as my attorney, or agent, as aforesaid, in relation to the premises, and all other matters in which I may be interested or concerned, and on my behalf, to execute all such instruments, and to do all such acts and things, as fully and effectually in all respects as I myself could do if personally present.

FORM 816

Power of Attorney (Bank).

Know all men by these presents that do by these presents make, ordain, depute, constitute and appoint and in place and stead put to be true and lawful attorney for and in name to transact and manage all business with ; to draw, accept, transfer, and endorse all bills of exchange, drafts, and promissory notes; to pay and receive all moneys; to give acquittances for the same; to draw and sign all orders and drafts for payment of money on the said bank, or on their President, Manager, or other authorized officer or agent; to settle, balance, and arrange all books and accounts; and generally to do every act, matter and thing which the nature of business with the said bank shall or may require as amply and effectually to all intents and purposes as the said constituent could do or have done in own proper person (save and except that nothing herein contained shall extend or be construed to extend to authorize the said attorney to accept any transfer of stock of or in the said bank; nor to receive or give receipts for dividends that are now or that shall hereafter become due and payable for the same; nor to sell, assign, or transfer all or any part of stock of or in

the said bank; nor to vote at any meeting of the stockholders of the said bank), hereby ratifying and confirming and promising to ratify and confirm all and whatsoever said attorney shall lawfully do or cause to be done in and about the premises aforesaid by virtue thereof; this Letter of Attorney shall be and remain in full force and effect until due notice in writing of its revocation shall have been given to the said

In witness whereof, etc.

Signed, sealed, etc.

FORM 111.

Power of Attorney (Custom House).

Know all men by these presents that I, _____, of _____, in the county of _____, and Province of _____, merchant, have made, constituted, and appointed, and by these presents do make, constitute and appoint _____, of _____, in the county of _____, of the said Province, gentleman, my true and lawful attorney, for me and in my name, place and stead (*here set forth what the power is granted for*) to receive and enter at the custom-house at _____, in the county of _____, any goods, wares, or merchandise imported by me, or which may hereafter arrive, that are consigned to me; to sign my name, and to seal and deliver for me, as my act and deed, any bond or bonds which may be required by the collector of customs at _____, in the county aforesaid, for securing the duties on any such goods, wares, or merchandise; also to sign my name: to seal and deliver for me, and as my act and deed, any bond or bonds requisite for obtaining the debenture

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on any goods, wares, or merchandise when exported; and generally, to transact all business at the said custom house in which I am or may hereafter be interested or concerned, as fully as I could if personally present. And I do hereby declare, that all the bonds signed and executed by my said attorney shall be as binding on me as those signed by myself; and this power shall remain in full force and virtue until revoked by a written notice given to the said collector.

In witness, etc.

Signed, sealed, etc.

FORM 236.

Appointment of Substitutes by Virtue of an Authority in a Power of Attorney.

To all to whom these presents shall come, I, _____ of _____, send greeting. Whereas _____, of _____, duly made and executed under his hand and seal, a power of attorney, dated the _____ day of _____, 19____, whereby he appointed me his attorney, for him and in his name to do the acts therein specified, with power from time to time to substitute _____ or persons to act under me in my place as attorney and attorneys in all or any of the matters aforesaid, and from time to time every such substitution and appointment at pleasure to revoke: Now these presents witness that I, the said _____, by virtue and in execution of the authority in that behalf contained in said power of attorney, and of all other authority, me hereunto enabling, do hereby appoint _____ and _____, of _____, and each of them, to be the attorneys and attorney, jointly and separately of my said principal _____, for him and in his name, or in my name to execute and perform all and

every the matters and things mentioned and contained in the said power of attorney to me, in the same manner, and as fully and effectually as he my said principal, or as I might or could have done if personally present, and as they the said attorneys, or either of them, might or could have done if they had been appointed the attorneys jointly and severally of my said principal, in and by the said power of attorney instead of me, I, the said _____, hereby confirming and agreeing to confirm whatsoever the said attorneys jointly or either of them separately, shall do or cause to be done in and about the premises by virtue of these presents.

In witness, etc.

FORM 237.

Power to Transfer Stock.

Know all men by these presents, that I, _____, of _____, do make, constitute, and appoint _____, of _____, my true and lawful attorney, for me and in my name and behalf, to transfer, assign, and set over unto _____, (or any other person or persons) _____ shares in the capital stock of the _____ bank, in standing in my name on the books of the said corporation, and to do all necessary acts, and to make the necessary acquittances and discharges to effect the premises; (*add, if desired, and I do further empower him to substitute any person or persons under him with like power*); hereby ratifying and confirming all my said attorney (*or his substitute or substitutes, to be added if desired*), shall lawfully do by virtue hereof.

In witness, etc.

Signed, sealed, etc.

FORM 238.*Power to Receive Dividends.*

Know all men by these presents that I, _____, of _____, do constitute and appoint _____, of _____ to receive from the cashier of the _____ bank (or the treasurer of _____) of the city of _____, the dividend or dividends now due to me, on all stock standing in my name on the books of the said bank, and to receipt for the same; hereby ratifying and confirming all that by him may lawfully be done by virtue hereof in the premises.

In witness, etc.

Signed, sealed, etc.

FORM 239.*Power of Attorney (Revocation of).*

Whereas I, _____, of _____, did on the _____ day of _____ A.D. 19____, by a certain instrument in writing, or letter of attorney, make and appoint _____, of _____, to be my true and lawful attorney, in my name and for my use, to (*here set forth what the attorney was authorised to do, precisely in the language of the original power*), as by the same writing, reference thereto being had, will fully appear: Now know all men by these presents, that I, the said _____, for a good cause and valuable consideration, have revoked, recalled, and made void, and by these presents do revoke, recall and make void, and to all intents and purposes, the said recited letter of attorney, and all powers or authorities therein granted, and all acts and things which shall, or may be done or performed by virtue thereof, in any manner whatsoever.

(If another attorney is to be appointed, continue thus:—
And further know ye, that I, the said _____, do by these
presents name, constitute and appoint, and in my place and
stead put and depute _____, of _____, to be my
true and lawful attorney, etc., or as desired).

In witness whereof, etc.

Signed, sealed, etc.

FORM 240.

Power of Attorney (Revocation of).

(Another Form).

Know all men by these presents that I, _____, of _____,
for divers good causes and considerations, me
hereunto specially moving, have revoked, countermanded, an-
nulled, and made void, and by these presents do revoke, coun-
termand, annul and make void a certain deed-poll, or power
of attorney, under my hand and seal, bearing date
to _____, of _____, given, delivered and executed,
and all powers and authorities whatsoever therein expressed
and delivered.

As witness, etc.

Signed, sealed, etc.

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BANKING FORMS.

The law as to Banking in Canada is found in the Dominion Statute, 3 & 4 George V., Chapter 9.

(The Bank Act).

FORM 241.

Agreement to Assign Book Debts.—General.

Agreement made the day of A.D.
19 ,

BETWEEN

of

Province of Ontario, hereinafter referred to as the "Customer," of the one part; and the A. B. Bank of Canada, hereinafter referred to as "the Bank," of the other part.

WITNESSETH, that the Customer hereby assigns and transfers to the Bank all the debts, accounts and moneys now due, or owing or accruing due, or which may hereafter become due or owing to the Customer in respect of the purchase money of goods, wares and merchandise, moneys advanced, lent or otherwise by the several persons, firms and corporations, to which the Customer has sold or may sell goods, wares or merchandise, or has lent or otherwise advanced, or may lend or otherwise advance, money, including among all others, those accounts, debts, moneys lent, or otherwise as shown on the books of the Customer, and also all contracts, securities, bills, notes and other documents now held, or which may hereafter be taken or held by the Customer, in respect to said debts, accounts and moneys, or any part thereof.

The said debts, accounts and moneys, contracts, securities, bills, notes and other documents hereby assigned, and all moneys received, by the Bank by virtue of these presents, are to be held by the Bank as security for the now existing and

all future indebtedness of the Customer to the Bank, whether due or accruing due, and whether such indebtedness consists in whole or in part of advances upon overdrawn account, or upon bills, notes, or other obligations discounted for the Customer, or otherwise; or taken by way of renewal, or in substitution or otherwise, in respect to said indebtedness.

The Customer also agrees to transfer and hand over to the Bank or its duly authorized official or Agent, whenever requested by the Bank or its duly authorized official or Agent to do so, all the Customer's Books of Account, Ledgers, Cash Books, Day Books, Journals, or any other book or books and papers, in which the accounts of the Customer hereby assigned to the Bank are kept or recorded, and the Bank or its duly authorized official or Agent is hereby authorized to take possession of the same, wherever the same or any of them may be.

This is to be a continuing security to the Bank so long as the Customer is indebted to the Bank, or continues to be a Customer receiving advances from the Bank; but the Customer may at any time, upon payment of all indebtedness, call for a cancellation hereof.

It is furthermore agreed and understood that the Customer hereby gives full power to the Bank to use the Customer's name in any proceedings for the collection of the above debts, accounts and moneys, contracts, securities, bills, notes, or other documents hereby signed, and the Customer agrees to pay all costs incurred in collecting or attempting to collect the said debts, accounts and moneys, contracts, securities, bills, notes or other documents hereby assigned.

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FORM 212*Application for Credit and Promise to Give Security.**To the Manager*

A. B. Bank of Canada.

Dear Sir,—The Bank is hereby requested by the undersigned to grant a line of credit to the extent of dollars (\$), for use in the business of the undersigned as (*Nature of business*), and to make advances to the undersigned, at the option of the Bank, from time to time on account of such line of credit on the security of all the (*Describe the goods. See note below.*) (which are referred to below as goods) which the undersigned now own, or may own during the currency of this credit, and which are now or may hereafter be situated in (*Describe premises*). And the undersigned agree to keep all the said goods insured from time to time in favour of the Bank to the amount of the Bank's claim from time to time, and to give the Bank security for the said advances under section 88 of the "Bank Act," covering all the said goods, or by way of Warehouse Receipts, or Bills of Lading, and you, or the Acting Manager for the time being, are hereby appointed the Attorney of the undersigned to give from time to time to the Bank the security above mentioned and to execute all necessary documents in connection therewith on behalf of the undersigned. Such appointment to be irrevocable so long as the undersigned is indebted to the Bank. This undertaking is to apply to all advances made to the undersigned under the said line of credit, the intention being that all goods which the undersigned may from time to time have in or about the premises aforesaid shall be assigned from time to time to the Bank as security for all advances it may make.

Yours truly,

P. O. Address

NOTE.—If the property to be acquired is known and existing, describe particularly, stating location, etc., so that it can be identified; if not definitely known, then describe generally, as all "Grain," "Hogs," "Cattle," "Agricultural Products," or other applicable term.

FORM 143.

Contract with Customer Respecting Warehouse Receipts, Bills of Lading and Securities under Section 88 of The Bank Act.

IN CONSIDERATION of the advances (by the discounting of Bills or Notes or by way of overdraft) being made to the undersigned by the A. B. Bank of Canada, upon the security of warehouse receipts, bills of lading or upon security under section 88 of "The Bank Act," the undersigned consent and agree with the said Bank as follows:

1. To assign to the Bank all the existing policies of insurance on said goods, and to insure, and keep insured, the property covered by the warehouse receipts, bills of lading, or security under Section 88 of "The Bank Act," given from time to time, in an approved Company, against loss or damage by fire to the extent of the advances made thereon or to their full insurable value in case such advances exceed the insurable value, and to assign the policies therefor to the said Bank, or to have the loss, if any, made payable to it at the Bank's option. If such insurance be not effected and maintained by the undersigned, the Bank may insure and hold said goods as security for the premiums paid and interest thereon, which premium and interest at per cent. the undersigned will pay on demand.

2. Should the bills or notes, renewals or substitution (given to the said Bank by the undersigned, and secured by warehouse receipts, bills of lading, or security under Section 88 of "The Bank Act," or any of them, not be duly paid at maturity, or any advance made by the said Bank whether by way of overdraft or otherwise secured as aforesaid, be not paid on demand when due, together with interest, costs premiums or other charges in connection therewith, then the said Bank is hereby authorised, but not bound, to cause the goods, wares and merchandise covered by any such warehouse receipt, bill of lading or security under Section 88 of the "Bank Act" given or which may be given to the Bank by the

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undersigned of any portion or portions thereof, be sold without notice to the undersigned, in such manner as said Bank may elect, and to apply the proceeds in and towards the payment of advances thereon, interest and all charges connected therewith, and the undersigned waive notice, protest or other proceedings and any other notice provided for by Section 89 of "The Bank Act" or otherwise, and the undersigned hereby consent to such sale without notice. At any such sale the said Bank shall have the right to purchase the whole or any portion of the said goods, wares or merchandise. The undersigned constitutes and appoints the Manager of the Bank at his true and lawful agent and attorney for him and in his name to execute and sign his consent in writing to the sale by the Bank of the said goods, wares and merchandise or any of them as hereinbefore provided. Should there be any balance still due to the Bank after applying the proceeds realized on the goods the undersigned agrees to pay such shortage on demand. Upon the Bank becoming entitled under this agreement to sell said goods, the Bank shall have the right without legal process and without notice, to break open and enter any premises where said property may be situate for the purpose of taking possession thereof.

PROVIDED that the records and entries of the said Bank as to such indebtedness shall be final and conclusive without any further or other proof.

The whole without prejudice to the said Bank's legal rights and remedies upon the said Bills, Notes or Overdrafts.

3. The undersigned further agree that the Bank may hold the said security or securities and the property covered thereby, beyond the period of twelve months, and until such payment, and may at all times, whether before or after such period, refuse to allow all or any part or parts of such security or securities or the property covered thereby to be sold, until such indebtedness and interest, with all charges in connection therewith, are fully paid and satisfied; and the said

Bank, by reason of such refusal, shall not be liable for any depreciation in value of any of such security or securities or any property covered thereby.

4. In the event of the property intended to be covered as aforesaid being part of a large quantity in bin, tanks, boxes and other receptacles, or in the event of said property being mixed or placed with other property of like nature, or of such other property being mixed or placed with it in such manner that cannot readily be separated or distinguished, the Bank is to have the right at any time to select and set apart, or to require the undersigned to select and set apart a sufficient proportion of the whole to answer said warehouse receipt or security, and for such purpose to take or require the undersigned to take such portion from the larger quantity. And in the event of the property intended to be covered as aforesaid being removed and other like property being placed or left in the said bins, tanks, boxes or other receptacles, such other property or a sufficient portion thereof shall be covered by the said warehouse receipt or security, and the Bank shall have all rights with respect thereto as if the same were originally covered thereby.

5. And the undersigned agree that no action, suit or proceeding shall be brought against the Bank by reason of the selling of such goods, wares and merchandise, or any part thereof, in any other way than as required by "The Bank Act," and that the said Bank shall only be chargeable with such moneys as the said Bank shall actually receive.

6. In the event of any surplus remaining in the said security or securities or any property covered thereby or arising from the proceeds of any sale thereof, after payment of all advances made thereon, and interest and charges, the said Bank may apply such surplus in payment of any other indebtedness of the undersigned to the Bank, and such surplus is hereby assigned to the Bank for such purpose.

7. The above conditions shall apply equally to any goods, wares and merchandise, substituted with the consent of said

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Bank, for the goods, wares and merchandise, or any part thereof, covered by any warehouse receipt, bill of lading or security under Section 88 of "The Bank Act" to which this agreement between the undersigned and the Bank may be applicable.

8. The market value of the goods, wares and merchandise, the undersigned agree and engage to keep up, and in the event of the margin of security afforded by the market value for the time being of the said goods at any time becoming less than _____ per cent. in excess of the amount for the time being of the advances thereon, interests and costs, (whether by decline in the market value of said goods as quoted in the ordinary newspaper reports or by deterioration or otherwise), the undersigned agree to make good the difference to the satisfaction of the said Bank forthwith, either by depositing other approved security, or paying off such part of the advances thereon as the said Bank may require: in default whereof the advances thereon and interest shall become immediately due and payable.

9. The undersigned agree with the said Bank to keep the goods, wares and merchandise assigned to the Bank from time to time, free from mortgage, lien or other charge thereon (except previous assignments to the said Bank).

10. This is to be a continuing consent and agreement and is to apply to all warehouse receipts, bills of lading or securities under Section 88 of "The Bank Act," and the property covered thereby now given and which may hereafter be given, to the Bank by the undersigned.

11. And it is hereby expressly agreed that the terms and provisos of this agreement extend to any endorsees or transferees from the Bank of the said bills, notes and securities, and also to the executors or administrators or assigns of the undersigned.

Dated at _____, the _____ day of _____ 19____

FORM 244.*General Hypothecation Form.*

(Place and Date.)

19 .

IN CONSIDERATION of the A. B. Bank of Canada, agreeing to deal with hereinafter referred to as the "Customer," in the way of its business as a Bank, by discount of promissory notes, bills of exchange or acceptances, or by way of overdraft on current account or otherwise, the Customer agrees with the Bank that all the Customer's Bills of Exchange, Acceptances, Promissory Notes and other contracts and securities, and any renewals thereof and substitutions therefor, and proceeds thereof, at any time in the Bank's possession, are to be held by the A. B. Bank of Canada as a general and continuing collateral security for the payment of the present and future indebtedness and liability of the Customer and any ultimate unpaid balance thereof, and the same may be realized by the Bank in such manner as may seem to it advisable, and without notice to the Customer, protest or other proceeding in the event of any default in such payment. The said proceeds may be sold in lieu of what is realized, and may as and when the Bank thinks fit be appropriated on account of such parts of said indebtedness and liability as to the Bank seems best. The Customer agrees that the Bank may grant extensions, take and give up securities, accept compositions, grant releases and discharges, take legal proceedings for recovery, and otherwise deal with the Customer and with other parties and securities as the Bank may see fit, without prejudice to the liability of the Customer. The claims of the Customer against any party on whom any of the Customer's unaccepted bills (in possession of the Bank) are drawn are hereby assigned to the Bank in the event of non-acceptance.

Dated at the day of 19 .

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FORM 245.

Waiver and Charge, Authority to Send to Private Bankers.

To A. B. Bank of Canada.

I ^{we} customer of A. B. Bank of Canada, having or being likely to have in the course of ^{my}_{our} business with you, occasion to depo-it with you from time to time for collection or discount, or as collateral security, bills and notes drawn or endorsed by ^{me}_{us}, hereby waive presentment and notice of dishonor by non-acceptance or non-payment and protest of all such bills or notes, and I ^{we} agree to hold ^{myself}_{ourselves} as fully responsible and liable to you on the said bills or notes, as if the same were duly presented for acceptance or payment, and notice of non-acceptance or non-payment given by you, and as if the same were formerly protested.

And I ^{we} hereby authorize you to charge ^{my}_{our} account with any such bills or notes which may be dishonored by non-acceptance or non-payment. And I ^{we} further hereby authorize you to honor as in the case of an ordinary cheque, and charge to ^{my}_{our} account in the customary manner any promissory note or acceptance of the undersigned pre-ented for payment at your office.

And should any Bills, handed in by ^{me}_{us} for deposit, discount, or collection, be payable where no Chartered Bank is established, I ^{we} shall be obliged by your adopting at ^{my}_{our} risk what in your opinion is the best means of collecting the same: but the Bank shall not in any case be liable for any neglect or failure to collect.

Dated at

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FORM 111.

*Memorandum of Deposit of Securities.**(Used on Call Loans.)*

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Toronto,

19 .

To A. B. Bank of Canada, Toronto.

The undersigned hereby acknowledge to have received this day from the A. B. Bank of Canada as an advance, the sum of _____ dollars, which the undersigned will repay, together with interest thereon at the rate of _____ per cent. per annum, on demand after this date, at the counter of the said Bank in _____ without any presentation of this letter, demand of payment or protest for non-payment being required.

And the undersigned have caused to be transferred to the Bank, or to one or more of the officers thereof in trust, the following security, namely: _____ to be held as collateral security for the payment of the above advance and interest, the Bank is hereby authorized to retain as owner the above mentioned security at its market value, giving credit therefor on the amount then due, or in its discretion to sell and convey the said security or any part thereof whenever the Bank shall think proper, upon default in the payment of the above sum and interest aforementioned, without notice, protest or any other proceeding or the observance of any formality as above stated, and to apply the proceeds thereof toward its reimbursement, without prejudice to its claim upon the undersigned for any deficiency.

Should the said security depreciate in value before the expiration of the above term for payment, or if for any reason the Bank should consider itself not sufficiently secured the Bank is hereby authorized to sell and convey the same without waiting the day of payment, but the Bank shall not be bound under any circumstances to realize upon any secur

(a) shares

ity or allow any security to be sold and shall not be responsible for any loss occasioned by any sale of any security or by the retention thereof.

It is also hereby agreed that should the Bank at any time determine upon a sale and conveyance of the said security, for either of the reasons above stated, such sale and conveyance may be made without notice to the undersigned of the Bank's intention so to act, the undersigned hereby expressly waiving all and every formality prescribed by any law in relation to such sale and conveyance.

And it is further agreed that should the Bank allow the undersigned to substitute for the above other collateral security, or should the Bank take additional collateral security, such substituted or additional security should be held by the Bank, subject to the same terms and conditions, and with power and authority to dispose of and apply the same in the same manner as the Bank could have done with the original security.

And the Bank is hereby authorized to collect and receive any dividends or interest payable in respect of the said securities and apply the same in or toward payment of the said advance and interest, costs and expenses, but the Bank shall not be under any duty to collect the same.

And it is understood and agreed that the Bank is at liberty to retain and use the above mentioned security (or substituted security) as collateral for any other advance or loan which has been, or may be obtained from the Bank, in order fully to satisfy its claims upon the undersigned.

In case any security or substituted security transferred to or lodged with the Bank, is in the form of a certificate for shares or stock, with a blank transfer and an irrevocable Power of Attorney in blank, to transfer the shares of stock on the books of the Company endorsed thereon, or attached thereto, the Bank is hereby authorized, through any of its officers or employees, to fill in all blanks in the said transfer and Power of Attorney endorsed on or attached to each of

said certificates, with such names, and in such manner as may be thought best by the Bank, and to redeliver the same after such blanks have been filled in.

The whole notwithstanding any provisions of the Bank Act and without prejudice to the Bank's ordinary legal remedies.

FORM 247.

Merger Agreement Between two Banks.

AGREEMENT made the day of in
the year of our Lord one thousand nine hundred and .
BETWEEN

A. B. Bank of Canada,
hereinafter called "the Vendor,"
Party of the first part:
and

X. Z. Bank of Canada,
hereinafter called "the Purchaser,"
Party of the Second Part.

WHEREAS, by Section 99 of the Bank Act, it is enacted that any Bank may sell the whole or any portion of its assets to any other Bank which may purchase such assets, and that the selling and purchasing Banks may for such purposes enter into an agreement of sale and purchase:

AND WHEREAS, pursuant to the said Act, and to all statutes, laws and powers applicable to or vested or to be vested in the parties hereto, and each of them, the said parties have agreed upon the sale and purchase and upon the terms and conditions hereinafter set out:

AND WHEREAS this agreement of sale and purchase was duly submitted to the shareholders of the Vendor, at a Special General Meeting, duly called for the purpose, and held on the day of A.D., 19 , a copy of this agreement having been duly mailed to each shareholder

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of the Vendor to his last known address at least four weeks previous to the date of the said meeting, together with a notice of the time and place of holding such meeting, and six weeks' previous public notice of such meeting having been given in the manner provided by the Bank Act.

AND WHEREAS at such meeting this Agreement was duly approved by resolution, carried by the votes of shareholders of the Vendor, present in person or represented by proxy, representing not less than two-thirds of the amount of the subscribed capital stock of the Vendor:

NOW THIS AGREEMENT WITNESSETH:

1. The Vendor agrees to sell to the Purchaser, and the Purchaser agrees to buy from the Vendor, all the real and personal properties, assets, rights, credits and effects of the Vendor, of whatever kind, and wheresoever situated, which the Vendor owns or possessed, or may be entitled to on the date this purchase is to take place as hereinafter mentioned, including among all others those shown by the books and records of the Vendor examined or submitted to the agents of the Purchaser in the month of 19 , except in so far as the same may have been or shall be parted with in the ordinary course of business by the Vendor prior to said date on which this purchase is to take effect, and including also those which have been or shall be acquired by the Vendor between the making of said examination in the month of 19 , and said date on which this purchase is to take effect, the foregoing being hereinafter referred to as "the purchased premises."

2. The consideration for the purchased premises shall be:

(a) Four thousand fully paid-up shares in the capital stock of the Purchaser of the par value of one hundred dollars, each, or four hundred thousand dollars in all, such shares to be allotted and issued as hereinafter mentioned.

(b) The assumption by the Purchaser of all the debts, liabilities, contracts and obligations of the Vendor (including notes issued and intended for circulation outstanding and in

(circulation and leasehold obligations) existing on the day this purchase takes effect, including liabilities in respect of any present or future actions, proceedings, claim or demands in connection with any matter or thing, and,

(c) The covenants of the Purchaser herein contained.

3. This agreement is made by the Purchaser upon the basis of the Vendor's affairs being substantially as disclosed by its books and records submitted to the Purchaser at the time of the examination thereof by the agents of the Purchaser in the month of _____, 19____, and it is understood that the cash and various assets of similar nature of the Vendor have not been actually examined by the Purchaser, nor have the various bills, notes and securities owned or held by the Vendor been actually exhibited to or checked with the books and records by the Purchaser.

If on such further examination and checking over as the Purchaser may desire to make it should appear that the cash and assets of similar nature, and the said bills, notes and securities, at the time of said examination of the Vendor's books, and records made in the month of _____, 19____, fall short of the amount shown by said books and records, the consideration to be paid for the purchased premises shall be reduced correspondingly by deducting from the said four hundred thousand dollars par value of the Purchaser's shares to be issued hereunder, one hundred dollars for each one hundred and fifty dollars of such deficiency of cash or assets of a similar nature, or of such bills, notes or securities as aforesaid and the balance only of the said four hundred thousand dollars par value of paid-up shares of the Purchaser shall be issued hereunder.

It is agreed, however, that if such assets actually existed no deductions shall be made by reason of any alleged deficiency in values.

4. The said shares are to be issued to the Vendor, or to its nominees, upon the execution by the Vendor of the requisite deeds of conveyance and transfer without delay after the purchase takes effect.

5. This purchase shall take effect on and from the day upon which the approval of the Governor-in-Council is given to this Agreement, pursuant to the Bank Act and the necessary accounts and calculations between the parties hereunder shall be made as of that date.

6. The Vendor may declare and pay out of its assets its usual dividends quarterly up to the day of , 19 , on its capital stock.

7. The Purchaser covenants with the Vendor:

(a) To allot and issue to the Vendor, or its nominees, four thousand fully paid-up shares in the capital stock of the Purchaser of the par value of four hundred thousand dollars, less any number of shares agreed under the provisions of paragraph 3 of this agreement to be deducted therefrom.

(b) To provide a purchaser at the price of \$150 per share for the aggregate of all the fractions of shares which may arise upon a *pro rata* division among the shareholders of the Vendor of the shares of the Purchaser, which may be received by the Vendor under the provisions of this agreement.

(c) To assume, pay, discharge, perform and carry out all the debts, liabilities, contracts and obligations of the Vendor (including notes issued and intended for circulation and leasehold obligations) existing on the day this purchase takes effect (including all liabilities in respect of any present or future actions, proceedings, claims, or demands in connection with any matter or thing, and including all statutory requirements upon the Vendor and its liquidator with respect to the Vendor's notes in circulation).

(d) To increase the Board of Directors of the Purchaser from eleven to fifteen and to cause to be elected as directors of the Purchaser A. B., E. F., or M. P., and another to be mutually agreed upon by the Vendor and the Purchaser.

(e) To indemnify every Director and other officer of the Vendor against all actions, proceedings, claims and demands for or by reason of any matter or thing done or omitted,

or which may hereafter be done in relation to the affairs of the Vendor, except in so far as any such action, proceeding, claim or demand shall be in respect of a wilful or deliberate breach of trust on the part of such director or other officer, or directly caused by the gross negligence of such director or other officer.

(f) To employ in the service of the Purchaser all the present officers and employees of the Vendor for a period of one year, at not less than the respective salaries at present received by them; and all of said officers and employees shall, immediately after this agreement takes effect, be placed upon the pension list of the purchaser, subject to the regulations of the pension fund of the Purchaser; provided, however, that all such officers and employees, from the time of their becoming officers or employees of the Purchaser, shall be subject to the by-laws and regulations of the Purchaser relating to its other officers and employees as to the terms, conditions, and direction of their employment except that during the period of one year from that time of the agreement coming into effect, such officers and employees shall not be liable to have their employment terminated by notice as provided by the by-laws of the Purchaser, unless such officer or employee should be guilty of some breach of discipline or wrongdoing which would justify his dismissal.

8. The Vendor covenants with the purchaser:

(a) That all resolutions, by-laws and other proceedings of its shareholders and Directors shall be duly passed, enacted and taken as may be necessary in order that the vendor may be duly authorized and empowered to carry out the terms of this agreement.

(b) That after the completion of the sale and purchase hereby agreed on, the Vendor shall, with all due despatch, and without unreasonable delay, wind up and liquidate its affairs, and shall sell or distribute amongst its shareholders the said four thousand shares, or as many thereof as the Vendor shall become entitled to hereunder in the capital stock of the

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Purchaser, and shall cease to carry on business, and shall take the necessary proceedings for the surrender of its charter or other termination thereof, or shall permit the same to expire by effluxion of time.

(c) That the Vendor will transfer the aggregate of all the fractions of shares which may arise upon a *pro rata* division among the shareholders of the Vendor of the shares of the Purchaser, which may be received by the Vendor under the provisions of this agreement to the buyer nominated thereof by the Purchaser, upon receiving from such buyer the sum of \$150 per share for each of such shares arising from such fractions.

(d) That the books and records of the Vendor, examined on behalf of the purchaser in the month of , 19 , exhibit substantially all the debts, liabilities, contracts and obligations of the Vendor as of the time of such examination; and that the Vendor's business has, since said examination made on behalf of the Purchaser in the month of , 19 , been carried on in the ordinary and usual course as theretofore, and the position of the Vendor as disclosed by said books and records, has up to the present time been substantially maintained, and that hereafter and until the completion of the sale and purchase hereby agreed of the Vendor's business shall continue to be so carried on in its usual and ordinary course, and so that the position of the Vendor as it existed at the time of said examination in the month of , 19 , shall until the completion of the sale and purchase hereby agreed on be substantially preserved and maintained.

(e) That no greater dividend than hitherto shall, pending the completion of the sale and purchase hereby agreed on, be declared by the Vendor.

9. The parties hereto mutually covenant and agree the one with the other as follows:—

(a) That they will make due application to the Governor-in-Council through the Minister, for the approval of this

agreement pursuant to the terms of section 102 of the Bank Act, and shall afford all information which may be required in connection with such application.

(b) That they will respectively take all such proceedings and do all such acts and things as may be necessary from time to time in order that the terms of this agreement may be fully observed and carried out according to the true intent and meaning thereof.

IN WITNESS WHEREOF this agreement has been duly executed, by the Vendor and Purchaser, under their respective corporate seals, and the hands of their respective officers in that behalf on the day and the year first written above.

Signed, sealed and delivered }
in the presence of }

FORM 241

Guarantee.

To A. B. Bank of Canada.

IN CONSIDERATION of the A. B. Bank of Canada agreeing or continuing to deal with hereinafter referred to as "the customer," in the way of its business as a bank, the undersigned hereby jointly and severally guarantee payment to the bank of the liabilities which the customer has incurred or is under or may incur or be under to the bank, whether arising from dealings between the bank and the customer or from other dealings by which the bank may become in any manner whatsoever a creditor of the customer; including in such liabilities all interests, computed with quarterly, or other rests according

to the bank's usual custom, charges for commission and other expenses, and all costs, charges and expenses which the bank may incur in enforcing or obtaining payment of any such liabilities (the joint and several liability of the undersigned hereunder being limited to the sum of dollars, with interest at the rate of per cent. per annum from the date of demand for payment of the same).

AND the undersigned agree that the bank may refuse credit, grant extensions, take and give up securities, accept compositions, grant releases and discharges, or abandon for or without value therefor, and otherwise deal with the customer and with other parties and securities as the bank may see fit, or may omit to perfect or enforce any security, and shall not thereby or by any neglect as to any securities be prejudiced in its claim hereunder or incur any liability to us or any of us, and may apply all moneys received from the customer or others, or from any securities upon such part of the customer's indebtedness as it may think best, without prejudice to or in any way limiting or lessening the liability of the undersigned under this guarantee.

AND this guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due to the bank, and all dividends, compositions and payments received by the bank from the customer or any other person or estate shall be applied as payments in gross without any right on the part of the undersigned to claim the benefit of any such dividends, compositions or payments or any securities held by the bank until payment to the bank of the amount hereby guaranteed, and this guarantee shall apply to and secure any ultimate balance due to the bank, and the bank shall not be bound to exhaust its recourse against the customer or other parties or to securities it may hold before being entitled to payment from the undersigned of the amount hereby guaranteed. If at any time any sum owing

from the customer to the bank shall not be paid when payable, the bank may at its option treat the whole amount owing from the customer as forthwith payable and recover against me or any of us the whole amount hereby guaranteed.

AND this shall be a continuing guarantee and shall cover all the liabilities which the customer may incur or come under until the undersigned, or the executors or administrators of the undersigned, shall have given the bank notice in writing to make no further advances on the security of this guarantee.

AND it is agreed that this guarantee shall not be affected by the death of the undersigned, or any of them, or any change or changes in the name of the customer or any change or changes in the membership of the customer's firm by death or by the retirement of one or more of the partners or by the introduction of one or more other partners or otherwise.

ANY account settled or stated by or between the bank and its customer or admitted by the customer may be adduced by the bank and received as conclusive evidence against the undersigned of the balance or amount thereby appearing due from the customer to the bank, and shall not be disputed or questioned by the undersigned.

Demand of payment hereunder may be made by mailing a notice to the undersigned or his or their representatives (without the necessity of naming them) addressed to the last known place of abode or business or postal address of the undersigned.

AND the undersigned specially waive and renounce all benefits of discussion and revision.

Dated at this day of A.D.

Witness.

FORM 249.*Guaranty to a Bank.*

(Another Form.)

To A. B. Bank of Canada.

IN CONSIDERATION of the A. B. Bank of Canada agreeing or continuing to deal with the Company hereinafter referred to as "the customer," in the way of its business as a bank, the undersigned hereby respectively severally guarantee payment to the bank of the liabilities which the customer has incurred or is under or may incur or be under to the bank, whether arising from or dealings between the bank and the customer, or from other dealings by which the bank may become in any manner whatsoever a creditor of the customer: including in such liabilities all interests, computed with quarterly, or other rests according to the bank's usual custom, charges for commission and other expenses, and all costs, charges and expenses which the bank may incur in enforcing or obtaining payment of any such liabilities, the several liability of the undersigned hereunder being limited to the sums set opposite their signatures hereto respectively with interest at the rate of per cent. per annum from the date of demand for payment of the same.

AND the undersigned respectively severally agree that the bank may refuse credit, grant extensions, take and give up securities, accept compositions, grant releases and discharges, or abandon for or without value therefor, and otherwise deal with the customer and with other parties and securities as the bank may see fit, or may omit to perfect or enforce any security, and shall not thereby or by any neglect as to any securities be prejudiced in its claim hereunder or incur any liability to the undersigned or any of them, and may apply all moneys received from the customer or others, or from securities upon such part of the customer's indebted-

ness as it may think best, without prejudice to or in any way limiting or lessening the liability of the undersigned or any of them under this guarantee;

AND this guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due to the bank, and all dividends, compositions and payments received by the bank from the customer or any other person or estate shall be applied as payments in gross without any right on the part of the undersigned or any of them to claim the benefit of any such dividends, compositions or payments or any securities held by the bank until payment to the bank in full of the whole gross amount hereby guaranteed by all the undersigned and this guarantee shall apply to and secure any ultimate balance due to the bank and the bank shall not be bound to exhaust its recourse against the customer or other parties or the securities it may hold before being entitled to payment from the undersigned of the amounts hereby guaranteed by them respectively. If at any time any sum owing from the customer to the bank shall not be paid when payable, the bank may at its option treat the whole amount owing from the customer as forthwith payable and recover against the undersigned the whole amount hereby guaranteed by them respectively, shall be a continuing guarantee and shall cover all the liabilities which the customer may incur or come under until the undersigned respectively or the executors or administrators of the undersigned respectively shall have given the bank notice in writing to make no further advances on the security of this guarantee, such notice being effective only as to those of the undersigned giving the same.

AND it is agreed this guarantee shall not be affected by the death of the undersigned, or any of them, or any change or changes in the name of the customer or any change or changes in the membership of the customer's firm by the death or by the introduction of one or more other partners or otherwise.

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ANY account settled or stated by or between the bank and its customer or admitted by the customer may be ad-
duced by the bank and received as conclusive evidence against
the undersigned and each of them of the balance or amount
thereby appearing due from the customer to the bank, and
shall not be disputed or questioned by the undersigned or
any of them.

Demand of payment hereunder may be made by mailing a
notice to the under-signed or his or their representatives re-
spectively (without the necessity of naming them) addressed
to the last known place of abode or business or postal address
of the undersigned respectively.

AND the undersigned respectively specially waive and re-
nounce any benefits of discussion and revision

Dated at this day of A.D.

Witnesses' Signatures.	Guarantors' Signatures.	Amounts Guaranteed Respectively.
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FORM 250.

Agreement Between Guarantors as to Their Liability
(inter se).

WHEREAS the parties whose signatures are hereto affixed
have entered into a document of guaranty to the A. B. Bank
of Canada on behalf of the Company, Limited,
dated the day of , 19 , a copy of
which document of guaranty is hereunto annexed:

NOW IT IS HEREBY EXPRESSLY AGREED BY AND BETWEEN
the parties whose signatures are hereto affixed, that as be-

tween themselves, they shall be liable to the A. B. Bank of Canada with respect to the said document of guaranty, and the liability thereby incurred, in proportion to their holdings of stock in the Company, Limited, and not otherwise, and that if the said bank should collect more than his just proportion having regard to the herein expressed understanding, from any of the parties hereto, he or they shall have recourse over again to the others so signing, it being understood and agreed as between themselves that they each shall pay in proportion to his holding of the said stock. But this clause shall in no way interfere with or limit the liability of the parties thereto individually or collectively to the said bank, but each shall be and remain fully and wholly liable to the said bank for the full indebtedness of the customer, the said Company, Limited.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals this day of
A.D. 19 .

Signed, Sealed and Delivered }
In the presence of }

FORM 181

*Statutory Form of Security Given Under Section 88, 3 & 4
Geo. V., Ch. 9 (Dominion Bank Act).*

In consideration of an advance of dollars made by the Bank to A. B., for which the said bank holds the following bills or notes: (*describe the bills or notes, if any*), or in consideration of the discounting of the following bills or notes by the Bank for A. B.: (*describe the bills or notes*), the goods, wares and merchandise mentioned below are hereby assigned to the said bank as security for the payment on or before the day of of the said advance, together with interest thereon at the rate of per centum per annum from the day of (*or, of the said bills or notes.*

or renewals thereof, or substitutions therefor, and interest thereon, or as the case may be).

This security is given under the provisions of section eighty-eight of the Bank Act, and is subject to the provisions of the said Act.

The said goods, wares and merchandise, are now owned by _____ and are now in the possession of _____ and are free from any mortgage, lien or charge thereon (or as the case may be), and are in (place or places where the goods are), and are the following (description of goods assigned).

Dated, etc.

FORM 352.

By-law Authorizing Directors of a Company to Borrow From and Pledge to a Certain Bank.

By-law No.

The directors are hereby authorized from time to time:—

(a) To borrow any sum or sums of money from the A. B. Bank upon the credit of the company, either by way of overdraft, discount, loan, or otherwise, and on such terms as they may think proper, and hypothecate, mortgage, pledge and give to the said bank all or any stocks, bonds, debentures, negotiable instruments, agreements to supply securities and all other agreements, securities and documents necessary or required by or on behalf of the said bank in respect of all advances and liabilities now or hereafter existing, and also without limitation of the foregoing, to hypothecate, give and grant to the said bank warehouse receipts, bills of lading, assignments, securities, and promises and agreements to give security, under the Bank Act, and for any of the purposes aforesaid to mortgage, hypothecate and pledge the movable and immovable property of the company.

(b) To authorize from time to time, by resolution or by-law, such director or directors, officer or officers, clerk, cashier, or other employee of the company, as the directors may appoint, to transact its banking business with the said bank, and to sign and execute on behalf of the company all such documents, agreements, securities, promises and pledges as aforesaid, and to delegate in and by resolution or by-law to such persons the powers hereby conferred upon the directors.

And further, that this by-law shall continue in full force, virtue and effect as between the company and the said bank, until notice of the revocation or cancellation thereof be given to the said bank in writing.

Authorized capital, \$.....

Capital subscribed, \$.....

Capital paid-up, \$.....

Surplus, \$.....

Sealed by order of the Board.

Certified a true copy.

.....Secretary.

FORM 212.

Resolution of Shareholders.

Pursuant to By-law No. _____ of the company it was unanimously resolved:—

(a) That the A. B. Bank be and are hereby appointed bankers to the company, and authorized to pay and honour all cheques, drafts, acceptances, and other negotiable instruments purporting to be signed by _____ and countersigned by _____ and further to accept for deposit all cheques, drafts and bills purporting to be endorsed on behalf of the company by any one director or the secretary or treasurer.

(b) That all agreements, securities, promises to give security, hypothecations and pledges, shall be valid and binding on the company when signed by _____ and countersigned by _____.

(c) That the said bank be furnished with a list of the names of the directors, secretary and other officers of the company authorized to sign for it, together with specimens of their signatures, and that the said bank be from time to time informed in writing of any change of such officers.

(d) That this resolution be communicated to the bank and remain in force until notice in writing to the contrary be given to the said bank.

Certified a true copy.

.....Secretary.

FORM 254.

Bill of Sale (Chattels).

This Indenture made the _____ day of _____ A.D. 19____, between _____, of the _____ of _____, in the county of _____ (hereinafter called the bargainor) of the first part, and _____, of the _____ of _____ (hereinafter called the bargainee) of the second part.

Whereas, the said bargainor is possessed of the goods, chattels and personal effects, hereinafter set forth, described, and enumerated, and hath contracted and agreed with the said bargainee for the absolute sale to him of the same, for the sum of _____ dollars, and these presents are intended to carry out such contract and agreement. Now

THIS INDENTURE WITNESSETH, that in pursuance of the said agreement, and in consideration of the sum of dollars of lawful money of Canada paid by the said bargainee to the said bargainor, at or before the sealing and delivery of these presents (the receipt whereof is hereby acknowledged), he, the said bargainor hath bargained, sold, assigned, transferred and set over and by these presents doth bargain, sell, assign, transfer and set over unto the said bargainee, his executors, administrators and assigns ALL THOSE the said goods, chattels and personal effects, hereinafter described. that is to say: (*description of goods*), all which said goods, chattels and effects are now in the possession of the bargainor. and are situate, lying and being on, upon and about (*description of premises where the goods are*), and all the right, title, interest, property, claim, and demand whatsoever, both at law and equity, or otherwise, howsoever, of him the said bargainor of, in, to, and out of the same, and every part thereof; to have and to hold the said hereinbefore assigned goods, chattels, and effects, and every of them and every part thereof, with the appurtenances, and all the right, title and interest of the bargainor thereto and therein as aforesaid, unto and to the use of the said bargainee his executors, administrators, and assigns, to and for his and their sole and only use forever: and the said bargainor doth hereby, for himself, his heirs, executors, and administrators, covenant, promise and agree with the said bargainee, his executors and administrators in manner following, that is to say: that he the said bargainor is now rightfully and absolutely possessed of and entitled to the said hereby assigned goods, chattels, and effects, and every of them, and every part thereof: and that the said bargainor now ha in himself good right to assign the same unto the said bargainee, his executors, administrators, and assigns, in manner aforesaid, and according to the true intent and meaning of these presents; and that the said bargainee, his executor, administrators and assigns shall and may from time to time and at all

times hereafter peaceably and quietly have, hold, possess, and enjoy the said hereby assigned goods and chattels and every of them, and every part thereof, to and for his and their own use and benefit, without any manner of hindrance, interruption, molestation, claim or demand whatsoever of, from or by the said bargainor, or any person or persons whomsoever; and that free and clear, and freely and absolutely released and discharged or otherwise, at the costs of the said bargainor, effectually indemnified from and against all former and other bargains, sales, gifts, grants, titles, charges, and encumbrances whatsoever: And moreover that he the said bargainor and all persons rightfully claiming or to claim any estate, right, title, or interest of, in or to the said hereby assigned goods, chattels and effects, and every of them, and every part thereof, shall and will from time to time and at all times hereafter upon every reasonable request of the said bargainee, his executors, administrators, or assigns, but at the cost and charges of the said bargainee, make, do and execute, or cause or procure to be made, done, and executed, all such further acts, deeds and assurances for the more effectually assigning and assuring the said hereby assigned goods, and chattels unto the said bargainee, his executors, administrators and assigns, in manner aforesaid, and according to the true intent and meaning of these presents, as by the said bargainee, his executors, administrators or assigns, or his or their counsel shall be reasonably advised or required.

In witness, etc.

Signed, sealed, etc.

FORM 255.*Affidavit of Bona Fides by the Bargainee.*

County of I, C. D. of the of
 To wit: } in the county of , the bargainee
 } in the foregoing bill of sale named, make
 oath and say: That the sale therein made is bona fide, and
 for good consideration, namely, in consideration of the sum of
 dollars; as set forth in the said bill of sale;
 and not for the purpose of holding or enabling me this
 deponent to hold the goods mentioned therein against the
 creditors of the said bargainor.

Sworn before me at the
 of , in
 the county of
 this day of
 A.D. 19 .

A Commissioner, etc.

10 Edward VII. (Ont.), c. 65, s. 8.]

FORM 256.*Affidavit of Bona Fides by Agent of Bargainee When Taking a Conveyance.*

County of I, of the of
 To wit: } , in the county of ,
 } make oath and say:—

(1) I am the duly authorized agent of , the
 bargainee in the foregoing bill of sale named, for the pur-
 poses of the said bill of sale, and I am aware of all the cir-
 cumstances connected therewith.

(2) I am duly authorized in writing to take such said
 conveyance or bill of sale, and a true copy of such authority

is attached to such conveyance or bill of sale, and is marked with the letter "A."

(3) That the sale therein made is bona fide and for good consideration, namely, in consideration of the sum of dollars, as set forth in the said conveyance, and is not for the purpose of holding, or enabling the said bargainee to hold the goods mentioned therein against the creditors of the said bargainor.

Sworn before me at the
of , in
the county of
this day of
A.D. 19 .

A Commissioner, etc.

10 Edward VII. (Ont.), c. 65, s. 8.]

FORM 257.

Authority to an Agent to take a Bill of Sale.

Know all men by these presents that I, C. D. of the
of , in the county of , do
hereby nominate, constitute, authorize, and appoint E. F.
of the of in the county of as
my true and lawful agent and attorney for me, and in my
name, and for my sole use and benefit to take and receive
from one A. B., of the of in the county
of , a bill of sale of certain chattel property, the
property of the said A. B., for and in consideration of the
sum of dollars, to be paid by me for the purchase
thereof, and for the purchase thereof, and for all and every
of the purposes aforesaid, I do hereby give and grant unto
my said agent and attorney full power and authority to do,
perform, and execute all acts, deeds and matters necessary
to be done and performed, and all proceedings to take,

necessary to be taken under and by virtue of any statute in that behalf or otherwise, howsoever, in and about the premises; I hereby ratifying, confirming and allowing, and hereby agreeing to ratify, confirm and allow all and whatsoever my said agent and attorney shall lawfully do or cause to be done by virtue hereof.

In witness whereof I have hereunto set my hand and seal this day of 19 .

Signed, sealed, and
delivered in
presence of

C. D. (L. S.)

FORM 258.

Affidavit of Execution of the Foregoing Bill of Sale.

Ontario. I, C. D. of the of
County of of , in the county of

To Wit: I make oath and say that I was personally present and did see the within bill of sale duly signed, sealed and executed by the part thereto; and that I, this deponent, am a subscribing witness to the same, and that the name set and subscribed as a witness to the execution thereof, is of the proper handwriting of me, this deponent, and that the same was executed at the of in the county of

Sworn before me, at the of in the county of day of 19 .
A. D. 19 A Commissioner, etc.

FORM 259.

*Bill of Sale of Vessel under Merchant Shipping Act, 1894
(Imperial).*

(After particulars filled in from registry).

I (or we) in consideration of the sum of
 paid to me (or us) by the receipt
whereof is hereby acknowledged, transfer shares in
the ship above particularly described, and in her boats, gun,
ammunition, small arms, and appurtenances, to the said

Further I (or we), the said for myself and
my (or ourselves and our) heirs, covenant with the said
 and his (or her or their) assigns, that I (or
we) have power to transfer in manner aforesaid the pre-
mises hereinbefore expressed to be transferred, and that the
same are free from encumbrance (if there be any subsist-
ing mortgage or outstanding certificate or mortgage and
"save as appears by the registry of the said ship")

In witness whereof I (or we) have hereunto subscribed
my (or our) name and affixed my (or our) seal this
day of 19 .

Executed by the above named }
in the presence of }

BONDS.

FORM 140.

Bond Blank (without condition).

Know all men by these presents, that _____ held
and firmly bound unto _____ in the penal sum of
_____ of lawful money of Canada, to be paid to the
said _____ or to certain attorney, executors, admin-
istrators or assigns for which payment well and truly to
be made _____ bind _____ heirs, executors and
administrators and every of them, for ever, firmly by
these presents.

Signed with _____ seal. Dated this _____ day
of _____ A.D. 19 _____

Signed, sealed, etc.

FORM 261.

Money Bond.

Know all men by these presents that _____ held and
firmly bound unto _____ in the penal sum of
_____ of lawful money of Canada to be paid to the said
or to _____ certain attorney, executors, administrators
or assigns, for which payment well and truly to be made
_____ bind _____ heirs, executors and adminis-
trators forever firmly by these presents.

Sealed with _____ seal. Dated this _____ day of
_____ A.D. 19 _____

The condition of the above written bond or obligation
is such that if the above bounden _____ heirs, executors

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BONDS.

271

or administrators do and shall well and truly pay or cause to be paid unto _____, executors, administrators or assigns, the just and full sum of _____ of lawful money of Canada with interest thereon at the rate of _____ per cent. per annum, on the days and times and in the manner following, that is to say: _____ without any deduction, defalcation or abatement, whatsoever. then the said bond or obligation to be void, otherwise to be and remain in full force and virtue.

Signed, sealed, etc.

FORM 262.

Bond to Convey Land.

Know all men by these presents, that _____ held and firmly bound to _____ in the penal sum of _____ to be paid to the said _____ or to _____ certain attorney, executors, administrators or assigns, for which payment well and truly to be made _____ bind heir, executor and administrators, firmly by the e presents. Sealed with _____ seal and dated this _____ day of _____ A.D. 19 _____.

Whereas the above bounden _____ ha contracted and agreed to sell, and also to convey to the said _____ in fee simple absolute the following lands and hereditaments, namely _____ in consideration of the sum of _____ And the said _____ ha agreed to purchase from the said _____ the said lands, upon the conditions aforesaid.

Now the condition of this obligation is such, that if the above bounden _____ shall at the request of the said _____ heirs or assigns, on or before the _____ day of _____ in the year of our Lord one thousand

eight hundred and absolutely convey to the said
 heirs, or assigns, or to such person or persons
 as the said shall direct or appoint, the said here-
 ditaments hereinbefore mentioned, conformably to the said
 agreement, Provided the said shall have duly
 paid the sum of in the manner hereinbefore
 mentioned in the said agreement then THIS OBLIGATION
 shall be null and void, OTHERWISE to remain in full force,
 virtue and effect.

Signed, sealed, etc.

FORM 381.

Bond for Payment of Purchase Money.

Know all men by these presents that held and
 firmly bound unto in the penal sum of
 of lawful money of Canada to be paid to the said
 or to certain attorney, executors, administra-
 tors or assigns, for which payment well and truly to be made
 bind heirs, executors and adminis-
 trators and every of them for ever, firmly by these presents.

Sealed with seal. Dated this day of
 A.D. 19 .

Whereas the above bounden ha contracted
 with the said for the absolute purchase in fee
 simple, free from all incumbrances, of the following parcel
 or tract of land, hereditaments and premises, that is to
 say:

And whereas the above bounden
 ha agreed to pay therefor the sum of
 of lawful money of Canada at the times and in the manner
 following that is to say: And whereas
 upon the treaty for the said purchase it was agreed that

the above bounden should enter into the above bond or obligation for payment of the said purchase money or unpaid part thereof, and interest in manner aforesaid and be let into possession of the said lands and premises and receipt of the rents and profits thereof from the day of the date hereof.

Now the condition of the above obligation is such that if the above bounden heirs, executors, administrators or assigns, shall well and truly pay or cause to be paid to the said executors, administrators or assigns, the whole of the said purchase money, and interest thereon as aforesaid, at the times and in the manner aforesaid, without making any deduction, defalcation, or abatement thereon on any account whatsoever, then the above obligation shall be void, otherwise to be and remain in full force and virtue.

Signed, sealed, etc.

FORM 264.

Bond to Indemnify.

Know all men by these presents, that held
and firmly bound unto in the penal sum of
of lawful money of Canada, to be paid to the
said or to certain attorney, execu-
tors, administrators or assigns, for which payment well
and truly to be made bind heirs,
executors and administrators, and every of them, for ever,
firmly by these presents. Sealed with seal. Dated
this day of A.D. 19 .

The condition of the above written bond or obligation is such that if the above bounden obligator, his heirs, exe-



MICROCOPY RESOLUTION TEST CHART

ANSI and ISO TEST CHART No. 2



APPLIED IMAGE Inc

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SUITE 100 DENVER CO 80202
TEL 303 733 0000

ctors and administrators, do and shall, from time to time, and at all times hereafter, well and truly save, defend and keep harmless, and fully indemnify the said obligee, his heirs, executors and administrators, and his and their lands and tenements, goods, chattels, and effects of, from and against all loss, costs, charges, damages and expenses which the said obligee, his heirs, executors or administrators, or any of them, may at any time, or times, hereafter bear, sustain, suffer, be at or put unto, for or by reason, or on account of (*Here state the particular matter or thing against which the obligee is to be indemnified*), or anything in any manner relating thereto, then the above written bond or obligation to be void, otherwise to be and remain in full force, virtue and effect.

Signed, sealed, etc.

FORM 265.

Bond by Guaranty Company.

KNOW ALL MEN BY THESE PRESENTS that Inter States Fidelity & Guaranty Company, carrying on business at the City of Toronto, in the County of York, and Province of Ontario, are held and firmly bound unto A. B. & Company of the same place, in the penal sum of \$893.28 to be paid to the said A. B. & Company or to its assigns, for which payment well and truly to be made The Inter States Fidelity and Guaranty Company binds itself and its successors and every of them forever firmly by these presents:

SEALED with the Corporate Seal of the said Inter States Fidelity & Guaranty Company and dated this 4th day of February, 19 .

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WHEREAS M. P. & Co. have a contract with I. N. L. Bank, of the said City of Toronto, for supplying a heating and ventilating plant;

AND WHEREAS the said A. B. & Company have filed a Mechanics' Lien under The Mechanics' and Wage Earners Lien Act against the lands of the said I. N. L. Bank in the said City of Toronto, alleging that they are entitled to a Lien under the said Act for work done and moneys paid on behalf of M. P. & Co., under the said Contract amounting to \$116.64 and Costs;

NOW THE CONDITION OF THIS OBLIGATION is such that if the said M. P. & Co. do pay to the said A. B. & Company the moneys which the said A. B. & Company may recover in said Action under the said Lien either in Contract or on establishing a Mechanics' Lien against the said lands, then this obligation shall be void, but otherwise shall be and remain in full force and effect;

IN WITNESS whereof the said Inter States Fidelity & Guaranty Company have caused to be affixed its corporate seal by the hands of its proper officers in that behalf.

Signed, sealed and delivered

In the presence of

The Inter States Fidelity & Guaranty Co.

Manager and Attorney for Canada.

FORM 266.

Bond of Indemnity upon Paying a Lost Note.

Know all men by these presents, that I, _____ of _____
 am held and firmly bound unto _____, of _____
 , in the sum of _____ of lawful money of
 Canada, to be paid to the said _____ or his certain
 attorney, executors, administrators or assigns: for which

payment well and truly to be made, I bind myself, my heirs, executors, and administrators, and each and every of them, firmly by these presents. Sealed with my seal. Dated this day of A.D. 19 .

Whereas the above named by his promissory note signed by him, and dated day of A.D. 19 , did promise to pay unto or order six months after date, for value received, and such note was afterwards endorsed by the said and others, and became the property of of , as the said avers; and whereas the said

alleges that he sent the said note by mail, on the day of last to the above named to be by him received for the use of said which said note, it is apprehended, was stolen out of the mail (*or as the case is*), or otherwise lost. And whereas the said has, on the day of the date hereof, at the request as well of the said promising to indemnify the said and deliver up the said note to be cancelled when found, paid the said the said sum of in full satisfaction and discharge of the said note, the receipt whereof the said doth hereby acknowledge: The condition, therefore, of the above-named obligation is such, that if the said , his heirs, executors, or administrators, or any of them, do and shall from time to time, and at all times hereafter, save, defend, keep harmless, and indemnify the said his executors and administrators, and the goods, chattels, lands, and tenements of the said . of, from, and against the said note of and of and from all costs, charges, damages, and expenses, that shall or may happen or arise therefrom, and also to deliver or cause to be delivered up the said note, when and so soon as the same shall be found to be cancelled, then this obligation to be void; otherwise to be and remain in full force and virtue

Signed, sealed, etc.

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FORM 267.*Bond for Fidelity of Clerk.*

Know all men by these presents, that we _____ of
 _____, and _____ of _____ and each of
 us, our, and each of our heir-, executors and administra-
 tors, are firmly bound unto _____ of _____ and
 _____ of _____ their executors, administrators-
 and assigns for the payment to them of the penal sum of _____
 . Sealed with _____ seal. Dated this _____
 day of _____ A.D. 19 _____.

Whereas the said _____ and _____ have
 agreed to admit _____ into their service as clerk, and
 to continue him in such service, subject to three months'
 notice in writing on either side, on our becoming sureties
 for his faithfully serving and accounting to them, and the
 survivor of them, their and his executors and adminis-
 trators, and other the person or persons who shall have be-
 come partner or partners with them or either of them, and
 his or their executors and administrators in manner here-
 inafter mentioned, so long as the said _____ continues
 in such service; and whereas by the above written obliga-
 tion, we have become sureties accordingly.

Now the above written obligation is conditioned to be
 void if the said _____ shall faithfully serve, and from
 time to time, and at all times account for, and pay over
 to the said _____ and _____ or the survivor of
 them, their and his executors and administrators, and other
 the person or persons who shall have become partner or
 partners with them or either of them, and his and their exe-
 cutors and administrators, all moneys, securities for money,
 goods and effects whatsoever, which he, the said _____
 shall receive for their or any of their use, or for the use
 of any person or body politic, to whom they or either of
 them shall be accountable or which shall be entrusted to his

any written, or either of them, or for or by any person or persons to whom they or either of them shall be accountable. And shall not embezzle, withhold, destroy, or anywise injure any such moneys, securities for money, goods and effects as aforesaid, or any books, papers, writings, goods or effects of them, or either or any of them, provided always that each of the said sureties is not to be separately liable, nor are his executors or administrators for more than half of the penal sum secured by the above written obligation. And also that each of said sureties may put an end to his liability on the above written obligation by giving to the said _____ and _____ their executors or administrators, six months' notice in writing of his intention so to do, and shall be free from liability for any event or default happening after the expiration of such notice.

Signed, sealed, etc.

FORM 268.

Bond from Lessee and Surety to Pay Rent.

Know all men by these presents that we, C. D., of _____ in the County of _____ and Province of _____ Carpenter, and E. F., of the same place, Butcher, are hereby and firmly bound unto A. B., of _____, in the County of _____ and Province of _____, Esquire, in the penal sum of _____ of lawful money of _____ to be paid to the said A. B., or to his certain attorney, executors, administrators or assigns, for which payment well and truly to be made, we bind ourselves, and each of us by himself, our and each of our heirs, executors, and adminis-

trators, for ever firmly by these presents. Sealed with our
seals. Dated this day of A.D. 19 .

Whereas, the above named A. B. by his Indenture of
Lease bearing even date with and executed before the above
written obligation, for the consideration in the said lease
mentioned hath demised to the above bounden C. D., a cer-
tain saw-mill, situate at, etc. To hold unto the said C. D.,
his executors, administrators and assigns for the term of
years, from thence next ensuing, determinable,
nevertheless at the end of the first years of the
said term, if the said C. D., his executors, administrators
or assigns, shall give month's notice thereof in
manner therein mentioned, at and under the yearly rent of
payable quarterly, in manner as therein ex-
pressed, as by the said lease will more fully appear. Now
the condition of the above written obligation is such that
if the above bounden C. D. and E. F., or either of them,
their or either of their heirs, executors or administrators
shall, and do, during the continuance of the said recited
lease, well and truly pay, or cause to be paid, the said
yearly rent or sum of unto him, the said A. B., his
heirs or assigns, by four equal quarterly payments, on each
on the several days following, that is to say, the
day of , the day of , the
day of , and the day of
in each and every year during the said demise, or within
days next after every of the said days or times of
payment according to the true intent and meaning of the
said recited lease, the first quarterly payment to be made on
the day of next; then the above writ-
ten obligation shall be void **and** of no effect, but if default
shall happen to be made **of** or in any of the said quarterly
payments, then the same shall remain in full force.

Signed, sealed, etc.

FORM 269.

Bond for Money to Convey an estate.

Know all men by these presents that _____
 am lawfully bound unto _____ in the penal sum of _____
 of lawful money of Canada, to be paid to _____
 said _____ to _____, _____ an attorney, execu-
 tors, administrators or assigns, for which payment, seal
 and truly to be made, _____ and _____, exe-
 cutors, administrators and assigns for ever firmly by these
 presents. Sealed with _____ seal. Dated this _____
 day of _____, A.D. 19____.

Whereas _____, of, etc., deceased, by his will and
 testament, in writing, dated the _____ day of _____
 and duly proved in the Surrogate Court for the County of _____
 on the _____ day of _____, A.D.
 19____, did, among other things, give, devise and bequeath,
 all that messuage or tenements situated at _____
 described as follows, to wit, _____, which was then in
 the occupation of _____ to be divided equally between
 his two sons, _____ and _____ their heirs and
 assigns; and whereas the above named obligee has agreed
 with the said _____ and _____ for the absolute
 purchase of the tenement and premises, so devised to them
 as aforesaid, at and for the sum of _____, but the
 said _____ not being yet of the age of twenty-
 one years, cannot join in conveying the same
 to the said _____.

And whereas the said _____
 has at the request of the above bound _____
 and on his promise and undertaking that the
 said _____ should, when, and as soon as he shall have
 attained the age of twenty-one years, at the cost and charge
 of the said _____ convey and assure to him the said _____
 his heirs and assigns, his undivided moiety or

half part of the said messuage or tenement and premises,
 paid into the hand of the said _____ the whole of the
 said purchase money; and the said _____ has, by _____
 _____ of even date herewith, duly made, sealed and delivered,
 conveyed his undivided moiety or half part of said mes-
 sage or tenement and premises to the said _____, his
 heirs and assigns. Now the condition of this obligation is
 such, that if the said _____ do and shall, when and
 as soon as he shall have attained the age of twenty or
 years, at the cost and charge of the said _____ convey
 and assure unto him the said _____, his heirs and
 assigns, by such deeds and conveyances as the counsel of
 the said _____ shall advise, his undivided moiety or
 half part of and in the said messuage or tenement and pre-
 mises, devised to him and the said _____ as aforesaid,
 and that without any consideration to be paid to him by
 the said _____ and also, if, and in case the said _____, his
 _____, executors and administrators, do and shall, in the
 meantime and until the said _____ shall have executed
 such conveyance as aforesaid, save, defend, keep harmless
 and indemnified the said _____, his heirs, executors,
 administrators and assigns, and the said messuage or tene-
 ment and premises, so to be conveyed by the said _____
 to the said _____ as aforesaid, and the rents, issues
 and profits thereof, of and from all claim and demand to
 be made thereto, by or on behalf of the said _____ or
 etc., _____ otherwise, etc.

Signed, sealed, etc.

FORM 270.

*Rec'd by Vendor to a Purchaser to Indemnify Him
against the Debt of Vendor's Mother.*

Know all men by these presents, etc.

Whereas the above entitled _____ is owner of certain
lands, lawfully described in a deed made by _____ to
the above named purchaser of record with these presents,
to be recorded this day at the registry of deeds of the
county of _____ and whereas the said lands are
subject to the right of dower of the vendor's mother _____;
and whereas, at _____ negotiations for the sale of said
lands, it was agreed that the said Vendor should enter into
a bond in the penal sum of _____ for indemnifying
the said Purchaser, his heirs and assigns, against all claims
by the said _____ to dower in the said lands or any
part thereof, with such condition for making void the same
as is hereafter written. Now the condition of the above
written bond is such that if the said Vendor, his heirs, exe-
cutors, or administrators, or any of them, shall, at all times
hereafter, keep indemnified the said Purchaser, his heirs and
assigns, and also the said lands by the said deed expressed
to be granted, and every part thereof, against all actions,
accounts, claims and demands for or in respect of the dower,
or right of dower of the said _____ in the same, then
the above written bond shall be void; otherwise the same
shall remain in full force.

In witness, etc.

FORM 271.

Bond of Indemnity to Tenant Paying Rent where Tenant is in Dispute.

Know all men by these presents, etc.

Whereas an action is now pending between the above
 bounden and other persons concerning the title
 to the house and premises situate at _____, now held
 by the above named obligee under a lease thereof, dated the
 day of _____, 19____, made to him by the
 above bounden _____; and whereas the said obligee
 has nevertheless agreed to pay the rent of the said house
 and premises as the same shall fall due to the said obligor
 upon the said obligor's agreeing to indemnify him in respect
 thereof. Now, the condition of this obligation is such that
 if the above bounden obligor, his heirs, executors, and ad-
 ministrators or assigns shall pay, or cause to be paid, to
 the said obligee, his heirs, executors, administrators or
 assigns, all such rent, sums of money, costs, and damages
 whatsoever as the said obligee, his heirs, executors, admin-
 istrators or assigns shall by due process of law otherwise
 be compelled to pay, and all costs or damages which he or
 they shall otherwise sustain or incur by reason of his or
 their paying the said rent, or any part thereof, to the said
 obligor, his heirs or assigns, in manner aforesaid, then
 this obligation shall be void, or otherwise shall remain in
 full force.

In witness, etc.

FORM 272.

*Bond for Payment of an Annuity to Husband and Wife,
Surrendering for Their Respective Lives.*

Know all men, etc.,

The condition of this obligation is such that the above
named *(company)*, their heirs, executors or administrators,
shall pay to the said *(husband)* during his life an annuity
of yearly sum of _____ dollars, by four equal quarterly
payments, on the first days of January, April, July and
October in every year, and shall pay an apportioned part
of such annuity up to the day of the death of the said hus-
band to his executors and administrators, and shall make
the first of such payments on the _____ day of _____
next, and shall also, in case the said *(wife)* shall survive
the said *(husband)* pay to the said *(wife)* during the then
remainder of her life an annuity or yearly sum of _____
dollars, payable on the like quarterly days, and shall pay
an apportioned part of such last mentioned annuity up to
the day of the death of the said *(wife)*, to her executors
or administrators, the first quarterly instalment of such
last mentioned annuity, or a proportionate part thereof, for
the interval between the death of the said *(husband)* and
the first of the said quarterly days which shall happen there-
after, to be payable on such last mentioned day, and shall
make all said payments without any deduction whatever,
etc., etc.

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FORM 273.

Bond for the Performance of a Specified Agreement

Know all men, etc.,

The condition of the above written bond is, to wit, that if the above bounden (*obligor*), his executors and administrators, shall in all things, on his and their parts, observe, perform, fulfil, and keep, all and singular the clauses, conditions, agreements, matters and thing which on the part of the said (*obligor*), his executor or administrators, or to be observed, performed, fulfilled, and kept according to an agreement in writing, bearing even date herewith (or dated the day of 19 A.D.), and expressed to be made between the said (*obligor*) of the one part, and the said (*obligee*) of the other part, then the above written obligation shall be void, but otherwise shall remain in full force.

FORM 274.

Bond by Contractor with Sureties for Performance of a Building Contract

Know all men, etc.,

Whereas the said (*principal*) has by agreement in writing, dated the day of A.D. 19 and made between the said (*principal*) of the one part, and the said (*obligee*) of the other part, entered into a contract for building a house at : Now the condition of this obligation is such that if the said (*principal*), his executors or administrators, shall duly perform and observe all the stipulations and agreements contained in the said contract, and on his and their part, to be performed and

observed, and so that any alteration which may be made by agreement between the said (*principal*) and the said (*obligee*), his executors and administrators, in the term of said contract, or the nature of the work to be done thereunder, or the giving by the said (*obligee*), his executors or administrators, of any extension of time for performing the said contract, or of any of the stipulations therein contained, and on the part of the said (*principal*) to be performed, or any other forbearance on the part of the said (*obligee*), his executors or administrators, to the said (*principal*), his executors or administrators, shall not in any way release the said (*sureties*) or either of them or either of their heirs, executors or administrators, from their or his liability under the above written bond, then, etc.

FORM 275.

Joint and Several Bond from a Builder and Surety.

Know all men by these presents, that we, A. B., of etc., (*builder*), and C. D., of, etc., (*surety*), are held and firmly bound to E. F., etc., in the penal sum of \$ to be paid to the said E. F. or to his executors, administrators or assigns, for which payment to be well and truly made we bind ourselves and each of us, our and each of our heirs, executors, and administrators, and assigns, jointly and severally, firmly by these presents.

Scaled with our seals, and dated this _____ day of _____, A.D. 19____.

Whereas by certain articles of agreement, bearing even date with the above written bond or obligation, and made, or expressed to be made between the above bounden A. B., of the one part, and the above named E. F., of the other

part, he, the said A. B., for the considerations therein expressed, hath contracted and agreed with the said E. F. to erect and build on a piece of ground situated at certain houses, etc. (*describe the buildings*), in such manner and form, and at or within such time, as in the said articles of agreement and in a specification thereto annexed, and certain plans, elevations and sections in the said specifications, and articles referred to, are particularly mentioned and set forth: and whereas on the treaty for the said contract, it was agreed that the said A. B. (*builder*), and C. D. (*surety*), should enter into the above written bond or obligation as an additional security to the said E. F. for the due performance of the said articles of agreement, and of all and every covenant, matter and thing therein contained, on the part and behalf of the said A. B., his executors or administrators, to be done and performed. Now, the condition of the above written bond or obligation is such that, if the above bounden A. B., his executors and administrators, do and shall erect, and build, complete and finish the said (*describe building*), in and by the said articles of agreement contracted to be erected and built at and within the time therein expressed for completing the same, and also do and shall well and truly observe, perform, fulfil and keep all and every the covenants, contracts, clauses, articles and agreements contained in the said articles of agreement, and which by or on the part of the said A. B., his executors or administrators, are or ought to be observed, performed, fulfilled, and kept within such time and in such manner, in all respects, as in the said articles of agreement are mentioned or required, according to the true intent and meaning of the said articles of agreement, and according to the aforesaid specifications, plans, elevation, sections, and drawings therein referred to, then the above written bond or obligation shall be void and of no effect, but otherwise shall be and remain in full force and virtue.

FORM 276.*Bond by a Cashier with Sureties.*

Know all men, etc.

Whereas the above named corporation has agreed to take the above bounden (*principal*) into its employ as cashier, upon the said (*principal*) and the above bounden (*sureties*) entering into a bond in the above mentioned sum of dollars, with such condition as is hereunder written, for the faithful discharge by the said (*principal*) of his duties as cashier: Now, the condition of the above written bond is such that, if the said (*principal*) shall faithfully discharge his duties as such cashier as aforesaid, or if the said (*principal*) and (*sureties*) or either of them, their or either of their heirs, executors or administrators, shall at all times hereafter keep indemnified the said corporation and its assigns against all losses, costs, damage and expenses, which the said corporation or its assigns may pay, sustain, or be put unto, by reason of any act, embezzlement, mismanagement, neglect, or default of or by the said (*principal*) whilst in the employ of said corporation, or otherwise, then, in either of said cases, the above written bond shall be void, otherwise the same shall remain in full force.

In witness, etc.

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the above

FORM 277.

Bond by a Treasurer of a Corporation with Sureties.

Know all Men by these Presents, that we,
 of _____, principal, and _____,
 both of said _____, as sureties, are holden and bound
 unto the _____, a corporation duly established under
 the laws of the Province of _____, in the sum of
 _____ dollars, to the payment of which to the said
 corporation, its successors or assigns, we hereby jointly and
 severally bind ourselves, our heirs, executors and administra-
 tors.

Whereas the said (*principal*) has been elected treasurer
 of the above named corporation for the period of one year
 from the _____ day of _____, and whereas the
 said (*principal*) may hereafter be re-elected to or continued
 in such office for a further period:

Now, the condition of this obligation is such that if the
 said (*principal*) shall at all times hereafter, so long as he
 shall continue in said office, whether by re-election or other-
 wise, faithfully, honestly, and diligently perform and dis-
 charge all the duties of said office, and shall, whenever re-
 quired, duly and faithfully account to the said corporation,
 its successors or assigns, for all moneys, goods, and prop-
 erty whatsoever, for or with which the said (*principal*)
 may be in anywise accountable or chargeable to the said
 corporation, and shall, when required, pay or deliver all
 such moneys, goods, and property to the said corporation,
 its successors and assigns, then this obligation shall be void;
 otherwise the same shall remain in full force and effect. (1)

In witness, etc.

(1) Clauses providing that giving time shall not affect liability of
 sureties and providing for limitation of the liability of the sureties
 may be added. Provided that any forbearance on the part of the said
 corporation, its successors or assigns toward the said (*principal*) in
 respect of his failure or neglect to perform such services and duties,
 or to make such payments as aforesaid, shall not in any way release
 or exonerate the said (*sureties*) or either of them, their or his, heirs,
 executors or administrators in respect of their or his liability under
 the above written bond.

FORM 278.*Bond to Secure Payment of Lien on Saw Logs.
(Ontario).*

Know all Men by these Presents, that we, (*here insert names of obligators, being the owners of the logs and at least one sufficient surety; or, if the signature of the owner cannot be obtained without unreasonable delay, then being two sureties*), I _____, am held and firmly bound unto A. B. (*here insert the name of the person claiming the lien*), in the penal sum of (*double the amount of the claim*) \$ _____ to be paid to the said A. B., his executors, administrators and assigns, for which payment well and truly to be made, we and each of us, bind ourselves and each of us, our and each of our executors and administrators, jointly and severally, firmly by these presents. Sealed with out seals, and signed by us this _____ day of _____ A.D. 19 _____.

Whereas the said A. B., claiming to act under the authority of The Saw Log Driving Act, has taken possession of certain (*saw logs, timber, etc., as the case may be*) owned or controlled by _____ and claims a lien thereon for the sum of \$ _____, under the provision of section (*5, 8, or 11, as the case may be*) of the said Act.

And whereas the said bond is given as security for payment to the said A. B., of such sum as he may be held entitled to by arbitration, pursuant to the said Act, and of any costs and expenses of the arbitration which may become payable to him.

Now, the condition of the above obligation is such that if the said _____, his executors or administrators do pay to the said A. B., his executors, administrators or assigns, such sum as may be determined by arbitration pursuant to the said Act, to be payable to the said A. B., his executors, administrators or assigns, for charges and ex-

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penses under sections (5, 8, or 11, as the case may be) of said Act, and also such sum as may become payable to the said A. B., his executors, administrators or assigns, for costs and expenses of such arbitration, then the above obligation to be void, otherwise to remain in full force.

Signed, sealed, etc.

R. S. Ont. 1897. c. 143.]

FORM 279.

Replevin Bond.

Know all Men by these Pre. nts, that we, A. B. (*Plaintiff*), of _____, W. S., of _____, and J. S., of _____, are jointly and severally held and firmly bound to W. P., Esquire, sheriff of the county of _____, in the sum of _____ of lawful money of Canada, to be paid to the said sheriff, or his certain attorney, executors, administrators, or assigns, for which payment to be well and truly made, we bind ourselves, and each and every of us in the whole, our, and each and every of our heirs, executors and administrators, firmly by these presents

Sealed with our seals.

Dated at _____ this _____ day of _____
A.D. 19____

The condition of this obligation is such that if the above bounden A. B., do prosecute his suit with effect and without delay against C. D., for the taking and unjustly detaining (or unjustly detaining, as the case may be) of his cattle, goods and chattels, to wit: (*Here set forth the property distrained, taken or detained*), and do make a return of the said property, if a return thereof shall be adjudged, and also do pay such damages as the defendant shall sustain by the issuing of the Writ of Replevin, if the said A. B. fails

to recover judgment in his said suit, and further do observe, keep and perform all rules and orders made by the Court in the said suit, then this obligation shall be void, or else remain in full force and virtue.

Sealed and delivered in the
presence of

FORM 280.*Form of Bond under Agriculture and Arts Act.*

Know all men by these presents, that we, A. B., treasurer of the _____ Society (or Association), of the _____ of _____ in the County of _____, Esquire, and C. D., of the _____ of _____, in the County of _____, Gentleman (if more than one surety is required, insert here the names of the others in like manner), do hereby jointly and severally, for ourselves, and for each of our heirs, executors and administrators, covenant and promise that the said A. B., as treasurer of the Society (or Association), shall well and truly account for and pay over to the _____ Society (or Association), or the person or persons entitled to the same, _____ moneys which he shall receive by virtue of his said office of treasurer, and that he will faithfully perform the duties of his said office.

Nevertheless it is hereby declared that no greater sum shall be recovered under the covenant against the several parties hereto than as follows: that is to say, against the said A. B., in the whole \$ _____ (the amount fixed by the Board of Directors), against the said C. D. \$ _____ (the amount fixed by the Board of Directors) (if sureties were required by the Board, here add the names and amounts in like manner).

In witness whereof we have to these presents set our hand and seal this _____ day of _____ A.D. 19 _____

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FORM 251.

Salvage Bond Merchant Shipping Act, 1894 (Imperial).

N. 1. Any of the particulars not known, or not required by reason of the claim being only against cargo, etc., may be omitted.

Whereas certain salvage services are alleged to have been rendered by the vessel (*insert names of vessel and of commander*), commander, to the merchant vessel (*insert names of vessel and master*), master, belonging to (*name and place of business or residence of owner of vessel*), freighted by (*the name of the freighter*), and to the cargo therein, consisting of (*state very shortly the description and quantities of the goods, and the names and addresses of their owners and consignees*): And whereas the said vessel and cargo have been brought into the port of (*insert name and situation of port*), and a statement of the salvage claim has been sent to (*insert the name of the consular officer or Judge of the Colonial Court of Admiralty or Vice-Admiralty Court, and of the officer he fills*), and he has fixed the amount to be inserted in this bond at the sum of

Now I, the said (*master's name*), do hereby, in pursuance of the Merchant Shipping Act, 1894, bind the several owners for the time being of the said vessel; and of the cargo therein, and of the freight payable in respect of that cargo and their respective heirs, executors and administrators, to pay among them such sum, not exceeding the said sum of (*state the sum fixed*), in such proportions and to such persons as (*if the parties agree on any other Court, substitute the name of it here*), the High Court in England shall adjudge to be payable as salvage for the services so alleged to have been rendered as aforesaid.

In witness whereof I have hereunto set my hand and seal this day of 19

Signed, sealed and delivered by the said in the presence of (*name of consular officer or Judge of the Colonial Court of Admiralty or Vice-Admiralty, and of the officer he fills*).

FORM 282.*Bottomry Bond on Ship and Freight.*

Know all men by these presents, that I _____, master of the ship Betsy, of _____, am held and firmly bound unto _____, of _____, in the sum of _____ dollars, to be paid to the said _____, or his certain attorney, executors, administrators or assigns, for whose payment well and truly to be made, I bind myself, my heirs, executors, and administrators, and also the said ship, her tackle, apparel and furniture, and the freight to be carried by her on the voyage after mentioned, firmly by these presents. Sealed with my seal. Dated this _____ day of _____

Whereas the said ship is lately arrived in the port of _____ from _____, having on her said voyage sustained damage (*describe the damage*), and being in want of repairs and provisions to enable her to proceed on her voyage from _____ to _____ for which port she is now bound and about to return, the said _____ in order to be enabled to procure the said repairs and provisions, and to pay for the same and for the lawful and necessary disbursements and expenses of said ship at said port of _____, hath requested the said _____ to lend the sum of _____ for the aforesaid purposes; and the said _____ hath accordingly lent the said sum for the aforesaid purposes, on the hazard and adventure of the said vessel on her said intended voyage from _____ to _____

Now the condition of the above obligation is such, that if the said ship, do, and shall, with all reasonable and convenient speed, sail from the port of _____ aforesaid, on the said intended voyage to _____ and that without deviation (*the perils, damages, accidents and casualties of the sea and navigation excepted*); and if the above bounden _____ his heirs, executors or administrators, or the owners of the said ship, do and shall within ten days after the said vessel

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shall arrive at aforesaid, well and truly pay or cause to be paid to the said his agent, attorney, executors, administrators or assigns, the said sum of dollars, together with dollars per centum bottomry premium thereon; or if on the said voyage the said vessel shall be utterly lost, cast away, or destroyed, in consequence of fire, enemies, pirates, storms, or other the unavoidable perils, dangers, accidents or casualties of the seas and navigation, to be sufficiently shown or proved by the said los executors, administrators, or by the owners of the said ship, their executors or administrators: then the above written bond or obligation to be void, otherwise to remain in full force and virtue

Signed, sealed, etc.

FORM 263.

Respondentia Bond.

Know all men by these presents that I, master of the ship Britannia, am held and firmly bound unto of , in the sum of dollars, to be paid to the said , his certain attorney, or his executors, administrators or assigns, to which payment I bind myself firmly by these presents.

Sealed with my seal, dated this day of 19 .

Whereas, the said ship Britannia, having laden on board a cargo of corn, was accidentally stranded and suffered great damage, and was taken into the port of by salvors, and her cargo discharged, some being damaged: and whereas, great expense for salvage and other charges were necessarily incurred, and were charged on the said cargo, and which the said master was unable to pay; and whereas the said did contract and agree with the

said master to advance the sums of money necessary to enable him to pay the same charges and expenses upon the goods and merchandise, lately the cargo of the said ship, Britannia, to be reshipped and forwarded from to their destination, that is to say, to the port of in , it being expressly agreed before any part of such advance was made, that such advance should be by way of respondentia on the said cargo in the voyage last aforesaid; and whereas, under and pursuant to the agreement last aforesaid, the sum of was advanced as aforesaid, and the said goods and merchandise was laden at in and on board the ship Mary to be carried to aforesaid.

Now the condition of the above written obligation is such, that the said ship Mary do and shall depart from and sail to and arrive at . And if the said shall pay unto the said or his legal representative within ten days after such arrival the full sum of dollars, together with a premium thereon of dollars per centum, or if in the said voyage an utter loss of the said ship by any perils of the sea which are insured against, under policies, a form of which is hereto annexed, shall unavoidably happen, and the said or those for whom he acts shall well and truly, without delay, account with the said or his representatives or assigns, for the just salvage which shall be received from and on account of the said hypothecated merchandise, and shall well and truly pay or deliver the same unto him or them, and shall not deliver the said merchandise to any other one whatsoever, without payment of the principal and interest, and premium due on this bond, then this obligation shall be void, otherwise to remain in full force.

Signed, sealed, etc.

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FORM 284.

Bond to Preserve a Secret Mode of Manufacturing an Article.

Know all men, etc (1).

Whereas the said (obligor) has imparted to the above bounden (obligees) a certain secret to be used in the preparation of an article of medicine known as _____, upon the express agreement that the above bounden (obligors), should enter into the above written bond; Now, the condition of the above written obligation is such that if the above bounden (obligors), their heirs, executors, and administrators, do well and truly keep the said secret, and do not disclose the same without a special license, or consent of the said obligor, his heirs or assigns, in writing under his or their hands, first had or obtained for that purpose, then the above written obligation shall be void, otherwise the same shall remain in full force.

In witness, etc.

(1). *The penalty for such a bond may be a fixed sum, expressed "to be paid by way of liquidated and ascertained damages," if the parties so agree, for otherwise no recovery can be had except upon proof of special damage; and the measure of damage for a breach of such an obligation cannot be accurately ascertained. If the penalty agreed upon by the parties as liquidated damages be not clearly disproportionate, the Court will not relieve the obligor against payment of the full amount.*

CHATTEL MORTGAGES

FORM 285.

to Edw. VII. ch. 65
(ONTARIO).

This indenture made (in duplicate) the day of
 one thousand nine hundred and be-
tween hereinafter called the mortgagor
of the first part, and hereinafter called the mort-
gagee of the second part

Witnesseth that the mortgagor for and in consideration
of dollars of lawful money of Canada to, at &
before the sealing and delivery of these presents (the receipt
whereof is hereby acknowledged), hath granted, bargained,
sold and assigned, and by these presents doth grant, bargain,
sell and assign unto the mortgagee executors
administrators, and assigns, all and singular the goods, chat-
tels, personal property and effects hereinafter particular-
mentioned and described all which said good
and chattels, personal property and effects are now in the
possession of the mortgagor, and are now situate, lying at
being, upon and about

To have and to hold all and singular the said goods and
chattels, personal property and effects unto the mortgagee
 executors, administrators, and assigns to the use
proper use and behoof of the mortgagee executors, ad-
ministrators and assigns forever;

Provided always and these presents are upon this expres-
sion condition that if the mortgagor executors or
administrators do and shall well and truly pay or cause to
be paid unto the mortgagee executors, administrat-
or assigns, the full sum of dollars, with interest of
the same at the rate of per centum per annum
manner following, that is to say:

Then these presents and every matter and thing herein contained shall cease, determine and be utterly void to all intents and purposes anything herein contained to the contrary thereof in any wise notwithstanding.

And the mortgagor for self, executors, and administrators shall and will warrant and forever defend by these presents all and singular the said goods and chattels and property unto the mortgagee executors, administrators, and assigns against the mortgagor executors, and administrators and against all and every other person or persons whomsoever.

And the mortgagor doth hereby for self, executors and administrators covenant, promise, and agree to and with the mortgagee his executors, administrators, and assigns that the mortgagor executors or administrators, or some or one of them shall and will, well and truly pay, or cause to be paid unto the mortgagee executors, administrators or assigns, the said sum of money in the above proviso mentioned with interest for the same as aforesaid on the day and time and in the manner above limited for the payment thereof: And also in case default shall be made in the payment of the said sum of money in the said proviso mentioned, or of the interest thereon or any part thereof or in case the mortgagor shall attempt to sell, or dispose of, or in any way part with the possession of the said goods and chattels or any of them, or remove the same or any part thereof out of the county of or suffer or permit the same to be seized or taken in execution without the consent of the mortgagee, executors, administrators or assigns to such sale, removal or disposal thereof first had and obtained in writing, or in case the mortgagor shall suffer, allow or permit a judgment to be obtained against him for a debt in any Court of law or equity, or shall suffer, allow or permit any taxes, rates, duties, or assessments whatsoever, for which he now is or hereafter during the currency of these presents, may be assessed to remain unpaid and unsatisfied for a period of seven days after demand lawfully made therefor, by the proper

officer in that behalf, or in case the mortgagor shall fail to pay the rent arising out of the land and premises upon which are situate and lying the said goods and chattels at any time during the currency of these presents, six days at least before the same shall become due, or in case default shall be made in the performance of any of the covenants by the mortgagor in these presents contained, then and in such case it shall and may be lawful for the mortgagee, his executors, admin-

trators, or assigns with or their servant or servants, and with such other assistant or assistant as may require at any time during the day to enter into and upon any lands and tenements, houses and premises wheresoever and whatsoever where the said goods and chattels or any part thereof may be, and for such persons to break and force open any doors, locks, bars, bolts, fastenings, hinges, gates, fences, houses, buildings, enclosures and places for the purposes of taking possession of, and removing the said goods and chattels: And upon and from and after, the taking possession of such goods and chattels as aforesaid it shall and may be lawful, and the mortgagee, executors, administrators, or assigns, and each and any of them is and are hereby authorized and empowered to sell the said goods and chattels, or any of them, or any part thereof, at public auction or private sale to them or any of them may seem meet: And from and out of the proceeds of such sale in the first place to pay and reimburse or themselves all such sums and sum of money as may then be due by virtue of these presents

and all costs and expenses as may have been incurred by the mortgagee executors, administrators, or assigns in consequence of the default, neglect or failure of the mortgagor

executors, administrators, or assigns in payment of the said sum of money, with interest thereon as above mentioned, or in consequence of such sale or removal as above mentioned, and in the next place to pay unto the mortgagor,

executors, administrators and assigns, all such surplus as may remain after such sale and after payment of all such sum or sums of money and interest thereon as may be

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due by virtue of these presents at the time of such seizure and after payment of the costs, charges and expenses incurred by such seizure and sale as aforesaid:

Provided that the mortgagee, executors, administrators, or assigns may, in default of payment of any of the payments of interest or instalments thereinbefore mentioned or any part thereof, de-train for the whole principal sum then unpaid.

Provided always nevertheless that it shall not be incumbent on the mortgagee executors, administrators, or assigns to sell and dispose of the said goods and chattels, but that in case of default of payment of the said sum of money with interest thereon as aforesaid it shall and may be lawful for the mortgagee, executors, administrators, or assigns peaceably and quietly to have, hold, use, occupy, possess, and enjoy the said goods and chattels without the let, molestation, eviction, hindrance, or interruption of the mortgagor, executors, administrators or assigns, or any of them, or any other person or persons whomsoever; and the mortgagor doth hereby further covenant, promise and agree to and with the mortgagee, executors, administrators, and assigns, that in case the sum of money realized under any such sale as above mentioned, shall not be sufficient to pay the whole amount due at the time of such sale that the mortgagor, executors, or administrators shall and will forthwith pay or cause to be paid unto the mortgagee executors, administrators, and assigns all such sum or sums of money with interest thereon as may then be remaining due, as well also as all costs and expenses as may have been incurred by the mortgagee in and about such seizure and sale.

And the mortgagor doth put the mortgagee in the full possession of said goods and chattels by delivering to these presents in the name of all the said goods and chattels at the sealing and delivery thereof.

And the mortgagor further covenants with the mortgagee that he will during the continuance of this mort-

ge and any and every renewal thereof insure the goods and chattels hereinbefore mentioned against loss or damage by fire in some insurance office (authorized to transact business in Canada) in the sum of not less than dollars, and will pay all premiums and moneys necessary for that purpose three days at least before the same become due and will on demand assign and deliver over to the said mortgagee executors, and administrators, the policy or policies of insurance and receipts thereto appertaining: Provided that if on default of payment of said premium or sums of money by the mortgagor in manner and at the time aforesaid, the mortgagor executors, or administrators may pay the same and such sums of money shall be added to the debt hereby secured (and shall bear interest at the same rate from the day of such payment) and shall be repayable with the principal sum hereby secured.

In witness whereof, etc.

Signed, sealed, etc.

FORM 286.

Affidavit of Bona Fides to Accompany Above Mortgage.

Ontario, I, C. D. of the of
County of in the county of the mortgagee
To Wit: in the foregoing Bill of Sale by way of
mortgage named, make oath and say: That
A. B., the mortgagor in the foregoing Bill of Sale by way of
mortgage named, is justly and truly indebted to me
this deponent C. D. the mortgagee therein named in the sum
of dollars mentioned therein.

That the said Bill of Sale by way of mortgage was executed in good faith and for the express purpose of securing the payment of the money so justly due or accruing due as aforesaid and not for the purpose of protecting the goods and chattels mentioned in the said Bill of Sale by way of mortgage against the creditors of the said A. B., the mortgagor therein named.

or of the creditors of such mortgagor from obtaining payment of any claim against him the said A. B.

Sworn before me at

in the county of this

day of in the year

of our Lord, 19

C. D.

A Commissioner, etc.

10 Edward VII. Ont., c. 65, s. 5, s.s. B.]

FORM 287.

Affidavit of Due Execution of a Chattel Mortgage.

County of I, G. H. of the in the county
 Ontario. of (occupation) make oath and
 To Wit: say: That I was personally present and
 did see the within bill of sale by way of
 mortgage duly signed, sealed and executed by A. B. one of the
 parties thereto, and that the name G. H. set and subscribed as
 a witness to the execution thereof is of the proper hand-
 writing of me this deponent, and that the same was executed
 at the of in the said county of

Sworn before me at, etc.

A Commissioner, etc.

10 Edward VII. (Ont.), c. 65, s. 5, s.s. A

FORM 288.

Affidavit of Bona Fides by Agent of Mortgagee when Taking a Mortgage.

Ontario. I, E. F. of the of
 County of in the county of make oath and
 To Wit: say:

I, I am the properly authorized agent of C. D. the mort-
 gagee in the foregoing bill of sale by way of mortgage
 named, for the purposes of the said bill of sale by way of
 mortgage, and I am aware of all the circumstances con-
 nected therewith.

2. I have been properly authorized in writing to take such bill of sale by way of mortgage, and the paper writing marked "A" attached to the said bill of sale by way of mortgage is a true copy of my authority to take such mortgage.

3. That A. B., the mortgagor in the foregoing bill of sale by way of mortgage named, is justly and truly indebted to C. D., the mortgagee therein named, in the sum of _____ dollars, mentioned therein.

4. That the said bill of sale by way of mortgage was executed in good faith, and for the express purpose of securing the payment of the money so justly due, or accruing due, as aforesaid, and not for the purpose of protecting the goods and chattels mentioned in the said bill of sale by way of mortgage against the creditors of the said A. B., the mortgagor therein named, or of preventing the creditors of such mortgagor from obtaining payment of any claim against him the said A. B. Sworn before me at, etc.

A Commissioner, etc.

10 Edward VII. (Ont.) c. 65, s. 12, s.-s. 3, 4

FORM 289.

Authority to Agent to Take a Mortgage.

Know all men by these presents, that I, C. D., of the _____ of _____ in the county of _____ do hereby nominate, constitute, authorize, and appoint E. F., of the _____ of _____ in the county of _____ as my true and lawful agent and attorney for me, and in my name and for my sole use and benefit, to take and receive from one A. B., of the _____ of _____ in the county of _____ a bill of sale by way of mortgage securing to me upon the goods, chattels and effects of the said A. B., the sum of _____ dollars payable: (*here set out the times of the payment of the mortgage*), and for all and every of the purposes aforesaid, I do hereby give and grant unto my said agent and attorney full power and authority to do, perform and execute all acts, deeds and matters necessary to be done and per-

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formed, and all proceedings to take necessary to be taken in and about the premises: I hereby ratifying, confirming and allowing, and hereby agreeing to ratify, confirm, and allow all and whatsoever my said agent and attorney shall lawfully do or cause to be done by virtue hereof.

In witness whereof, etc.

Signed, sealed, etc.

FORM 290.

Chattel Mortgage, Securing a Mortgagor against his Liability as Endorser for a Mortgage.

This Indenture made the day of in the year of our Lord one thousand nine hundred and .
Between (hereinafter called the mortgagor), of the first part; and (hereinafter called the mortgagee), of the second part;

Whereas the said mortgagee, at the request of the mortgagor, and for his accommodation, has endorsed the promissory note of the said mortgagor, for the sum of dollars of lawful money of Canada, which said note is in the words and figures following, that is to say, (*an exact copy of the note or notes*);

And whereas, in consideration thereof, the said mortgagor has agreed to enter into these presents for the purpose of indemnifying and saving harmless the said mortgagee of and from the payment of the said recited note, or any part thereof, or any notes hereafter to be endorsed by the said mortgagee for the accommodation of the said mortgagor, by way of renewal of the said recited note (so that, however, any such renewal shall not extend the time for payment of said recited note beyond the period of one year from the date hereof, nor increase the amount of the said liability beyond the amount of said interest accruing thereon), and against any loss that may be sustained by the mortgagee by reason

of such indorsement of said recited note or any renewal thereof.

Now, this indenture witnesseth that the said mortgagor for and in consideration of the premises and of the sum of one dollar of lawful money of Canada, to him in hand well and truly paid by the said mortgagee, at or before the sealing and delivery of these presents (the receipt whereof is hereby acknowledged), doth grant, bargain, sell, and assign unto the said mortgagee, his executors, administrators, and assigns all and singular the goods and chattels hereinafter particularly mentioned and described, that is to say:—

To have and to hold all and singular the goods and chattels hereinbefore granted, bargained, sold and assigned, or mentioned, or intended so to be, unto the said mortgagee, his executors, administrators, and assigns, to the only proper use and behoof of the said mortgagee, his executors, administra-

rs, and assigns forever; provided always and these presents are upon this condition, that if the said mortgagor, his executors or administrators, do and shall well and truly pay, or cause to be paid, the said note so as aforesaid endorsed by the said mortgagee at maturity, a copy of which said note is set out in the recital to this indenture; and do and shall well and truly pay, or cause to be paid, all and every other note which may hereafter be endorsed by the said mortgagee for the accommodation of the said mortgagor by way of renewal of the said recited note in the said recital to this indenture set forth, and indemnify, and save harmless the said mortgagee, his heirs, executors, and administrators, from all loss, costs, charges, damages or expenses, in respect of the said recited note or renewals, as hereinbefore set forth.

Then these presents and every matter and thing therein contained, shall cease, determine, and be utterly void to all intents and purposes, anything herein contained to the contrary notwithstanding; and the said mortgagor, his heirs, executors and administrators, shall and well warrant and forever defend by these presents, all and singular the said goods, chattels, and property unto the sa-

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mortgagee, his executors, administrators, and assigns, against him the said mortgagor, his executors and administrators, and against all and every other person and persons whomsoever;

And the said mortgagor doth hereby for himself, his executors and administrators, covenant, promise and agree, to and with the said mortgagee, his executors, administrators, and assigns, that the said mortgagor, his executors or administrators, or some or one of them, shall and will well and truly pay, or cause to be paid, the said recited note in the above recital and proviso mentioned, and all future and other notes which the said mortgagee shall hereafter endorse for the accommodation of the said mortgagor as aforesaid, and indemnify and save harmless the said mortgagee, his heirs, executors and administrators, from all loss, costs, charges, damages, or expenses in respect thereof.

And also, that in case default shall be made in the payment of the said recited note or any such renewals as in the said proviso mentioned, or the interest thereon, or any part thereof, or otherwise as aforesaid, or in case the said mortgagor shall attempt to sell or dispose of, or in any way part with the possession of the said goods and chattels, or any of them, or remove the same, or any part thereof, out of the county of _____, without the consent of the said mortgagee, his executors, administrators, or assigns, to such sale, removal or disposal thereof first had and obtained in writing, or in case said mortgagor shall not pay the taxes on said premises, or said goods, within seven days at least before the same becomes due, then and in any of such cases all the moneys hereby secured shall become due and payable, and it shall and may be lawful for the said mortgagee, his executors, administrators or assigns, with his or their servant or servants, and with such other assistants or as many as he or they may require, at any time during the day, to enter into and upon any lands, tenements, houses and premises wheresoever and whatsoever, where the said goods and chattels, or any part thereof, may be, and for such persons to break and force

open any doors, locks, bars, bolts, fastenings, hinges, gates, fences, houses, buildings, enclosures, and places for the purpose of taking possession of and removing the said goods and chattels; and upon and from and after the taking possession of such goods and chattels as aforesaid, it shall and may be lawful for the said mortgagee, his executors, administrators, or assigns, and each or any of them, is and are hereby authorized and empowered to sell the said goods and chattels, or any of them, or any part thereof, at public auction or private sale, as to him or them may seem meet; and from and out of the proceeds of such sale in the first place to pay and reimburse himself or themselves all such sums and sum of money as may then be due by virtue of these presents, on the said recited note or any future renewals thereof at aforesaid, and all such expenses as may have been incurred by said mortgagee, his executors, administrators, or assigns in consequence of the default, neglect or failure of the said mortgagor, his executors, administrators or assigns, in payment of the said recited note or any renewal thereof as above mentioned, or in consequence of such sale, or removal or otherwise, as above mentioned, and in the next place to pay unto the said mortgagor, his executors, administrators, or assigns, all such surplus as may remain after such sale, and after payment of all such sum or sums of money and interest thereon, as he the said mortgagee shall be called upon to pay by reason of endorsing the said promissory note in the said recital and proviso mentioned, or any future notes to be endorsed by the said mortgagee for the said mortgagor as aforesaid, at the time of such seizure and after payment of the costs, charges and expenses incurred by such seizure and sale, or otherwise, as aforesaid; provided always nevertheless, that it shall not be incumbent on the said mortgagee, his executors, administrators, and assigns, to sell and dispose of the said goods and chattels; but that in case of default in payment of the said recited note or renewal as aforesaid, it shall and may be lawful for the said mortgagee, his executors, administrators, and assigns, peaceably and quietly to have, hold, use, occupy, possess, and enjoy the said

and chattels, without let, molestation, eviction, hindrance, or interruption of him the said mortgagor, his executors, administrators, or assigns, or any of them, or any person or persons whomsoever; and the said mortgagor doth hereby for himself his heirs, executors, and administrators, further covenant, promise, and agree to and with the said mortgagee, his executors, administrators, and assigns, that in case the sum of money realized under any such sale as above mentioned shall not be sufficient to pay the whole amount due at the time of such sale, that he the said mortgagor, his executors or administrators, shall and will forthwith pay, or cause to be paid unto the said mortgagee, his executors, administrators, and assigns, all such sum or sums of money with interest therein, as may then be remaining due upon or under the said promissory note or any renewals thereof; and the said mortgagor doth put the said mortgagee in full possession of the said goods and chattels by delivering to him these presents in the name of all the said goods and chattels at the sealing and delivery hereof.

And the said mortgagor covenants with the said mortgagee that he will during the continuance of this mortgage, and any and every renewal thereof, insure the chattels hereinbefore mentioned against loss or damage by fire in some insurance office (authorized to transact business in Canada), in the sum of not less than _____ dollars, and will pay all premiums and moneys necessary for that purpose, three days at least before the same become due; and will on demand assign and deliver over to the said mortgagee, his executors and administrators, the policy or policies of insurance and receipts thereto appertaining; provided, that if on default of payment of said premium or sums of money by the said mortgagor, the said mortgagee, his executors or administrators, shall pay the same; then such sum of money shall be added to the debt hereby secured, and shall bear interest at the same rate, from the day of such payment, and shall be repayable with the sum hereby secured.

In witness whereof, etc.

Signed, sealed, etc.

FORM 291.*Affidavit of Bona Fides by the Mortgagee.*

Ontario) I, C. D. of the) of
 County of) in the county of) the mortgagee
 To Wit:) in the foregoing bill of sale by way of
 mortgage named, make oath and say: That
 such mortgage truly sets forth the agreement entered into be-
 tween me C. D.) and the mortgagor therein named and
 truly states the extent of the liability intended to be created
 by such agreement, and covered by such mortgage, and that
 the said bill of sale by way of mortgage was executed in good
 faith and for the express purpose of securing me the said
 mortgagee therein named, against my endorsement of the said
 promissory note, for) dollars for the said mortgage,
 or any renewals of the said recited promissory note as therein
 set out, and against the payment of the amount of such, my
 liability for the said mortgagor as therein set out, and not for
 the purpose of securing the goods and chattels mentioned
 therein against the creditors of the mortgagor, nor to pre-
 vent such creditors from recovering any claims which they may
 have against such said mortgagor.

Sworn before me, at, etc.

A Commissioner, etc.

10 Edward VII. (Ont.), c. 65 s. 121

FORM 292.*Chattel Mortgage to Secure Future Advances.*

This indenture made (in duplicate) the) day of
 in the year of our Lord one thousand nine hundred
 and)
 Between) of the) of) in the
 county of) (hereinafter called the Mortgagor) of the

first part; and _____ of the _____ in
the county of _____ (hereinafter called the Mortgagor
of the second part

Whereas the said Mortgagor has applied to the said Mortgagee for future advances in money, and for the purpose of enabling the Mortgagor to enter into and carry on business with such advances, the said Mortgagee has this day consented and agreed upon the agreement of the Mortgagor to execute and deliver these presents as security to the Mortgagee for the repayment thereof, to advance to the said Mortgagor the sum of _____ dollars in three sums of _____ dollars each, the first whereof is to be advanced to the Mortgagor in one month from the date of these presents; the second whereof in two months from the date of these presents, and the third whereof in three months from the date of these presents, and in consideration thereof, the said Mortgagor has this day agreed to execute these presents in order to secure the repayment of the said advances; it being understood and agreed between the parties, however, that the time of repayment thereof shall not be for a longer period than one year from the making of the agreement for such advances, which is the day of the date of these presents.

Now this Indenture witnesseth that the Mortgagor, in pursuance of the said agreement and for the consideration hereinbefore recited, and in consideration of the covenant of the Mortgagee in these presents contained and of the sum of one dollar hath granted, bargained, sold and assigned, and by these presents doth grant, bargain, sell and assign unto the Mortgagee, his executors, administrators and assigns all and singular, the goods, chattels, personal property and effects, particularly mentioned and described in the schedule hereunto annexed marked "A." To have and hold, all and singular, the said goods, chattels, personal property and effects hereinbefore granted, bargained, sold and assigned or mentioned, or intended so to be, unto the Mortgagee, his

executors, administrators and assigns, of the said land, premises and hereditaments, the Mortgagee, his executors, administrators and assigns, do hereby promise, covenant and agree, that he, the Mortgagee, his executors, administrators and assigns, shall well and truly pay or cause to be paid unto the said Mortgagee, his executors, administrators and assigns, the sum of _____ dollars, at the end of _____ years, from the day and time of the date of the presents, with interest at the rate of _____ per centum per annum from the date of the several advances, so to be made as aforesaid, on the said advances, and to be paid, well and truly saved, unless the said Mortgagee, or and from a third party, shall be damaged by reason of these presents.

Then these presents, and every matter and thing therein contained, shall cease, determine and be utterly void to all intents and purposes, anything herein contained to the contrary thereof in anywise notwithstanding. And the Mortgagee, for himself, his executors and administrators shall and well warrant and for ever defend by these presents, and assigning, all the said goods, chattels and property unto the Mortgagee, his executors, administrators and assigns, against the Mortgagee, his executors and administrators, and against all and every other person and persons whomsoever; And the Mortgagee doth hereby for himself, his executors and administrators, covenant, promise and agree to and with the Mortgagee, his executors, administrators and assigns, that he, the said Mortgagee, his executors or administrators, or some one or more of them, will well and truly pay or cause to be paid unto the said Mortgagee, his executors, administrators or assigns, the said sum of _____ dollars, in the above proviso mentioned, with interest as aforesaid, on the day and time and in the manner above limited for the payment thereof. And in case default shall be made in the payment of the said sum of money in the said proviso mentoned, or the interest thereon, or any part thereof, or in case the Mortgagee shall attempt to sell or dispose of or in any way part with the possession of

reimburse himself or themselves all such sum and sums of money as may then be due by virtue of these presents, and all such expenses as may have been incurred by the Mortgagee, his executors, administrators or assigns, in consequence of the default, neglect or failure of the Mortgagor, his executors, administrators or assigns, in payment of the said sum of money with interest thereon as above mentioned; and in the next place to pay unto the Mortgagor, his executors or administrators and assigns, all such surplus as may remain after such sale, and after payment of all such sum and sums of money and interest thereon as may be due, and after payment of the costs and charges and expenses incurred by such seizure and sale as aforesaid.

Provided, that the Mortgagee, his executors, administrators or assigns may, in default of payment of any of the payment of interest or instalments hereinbefore mentioned, or any part thereof, distrain for the whole principal sum then unpaid.

Provided always, nevertheless, that it shall not be incumbent on the Mortgagee, his executors, administrators or assigns, to sell and dispose of the said goods and chattels, but in case of default of payment of the said sum of money with interest thereon as aforesaid, it shall and may be lawful for the mortgagee, his executors, administrators or assigns, peaceably and quietly to have, hold, use, occupy, possess and enjoy the said goods and chattels, without the let, molestation, eviction, hindrance or interruption of him, the said mortgagor, his executors, administrators or assigns, or any of them, or any other person or persons whomsoever;

And the Mortgagor doth hereby further covenant, promise and agree, to and with the mortgagee, his executors, administrators and assigns, that in case the sum of money realized under any such sale as above mentioned shall not be sufficient to pay the whole amount due at the time of such sale, that the Mortgagor, his executors or administrators, shall and will forthwith pay or cause to be paid unto the Mortgagee, his executors, administrators or assigns, all such sum and

sums of money, with interest thereon, as may then be remaining due, as well also as all costs and expenses as may have been incurred by the Mortgagee in and about such seizure and sale.

And the Mortgagor doth put the Mortgagee in full possession of the said goods and chattels, by delivering to him these presents in the name of all the said goods and chattels, at the sealing and delivery hereof:

And the Mortgagor further covenants with the Mortgagee that he will, during the continuance of this Mortgage, and any and every renewal thereof, insure the chattels and property hereinbefore mentioned, against loss or damage by fire, in some insurance office authorized to transact business in Canada, on the sum of not less than dollars, and will pay all premiums and moneys necessary for that purpose three days at least before the same become due, and will, on demand, assign and deliver over to the said Mortgagee, his executors and administrators, the policy or policies of insurance and receipts thereto appertaining: Provided, that if on default of payment of said premiums or sums of money by the Mortgagor, in manner and at the times aforesaid, the Mortgagee, his executors or administrators may pay the same, and such sums of money shall be added to the debt hereby secured (and shall bear interest at the same date from the date of such payment), and shall be repayable with the principal sum hereby secured.

And in consideration of the execution of these presents the said Mortgagee covenants for himself, his executors, administrators and assigns with the Mortgagor, his executors, administrators and assigns that he, the Mortgagee, his executors, administrators and assigns will faithfully advance the said sum of dollars to the said Mortgagor in manner and at times hereinbefore specified.

In witness whereof, etc.

Signed, sealed, etc.

Whereas, by a certain chattel mortgage dated on the
 day of one thousand nine hundred
 and , and duly filed in the office of the clerk
 of the County Court of the county of one
 did grant and mortgage the goods and chattels therein men-
 tioned unto the said assignor executors, administra-
 tors and assigns for securing the payment of dollars
 and interest thereon at the rate of per cent. per annum
 in manner following that is to say:

And whereas there is now owing upon the said mortgage
 the sum of dollars and interest thereon at the rate
 aforesaid from the day of

And whereas for the consideration hereinafter mentioned,
 it is intended to assign, transfer and set over the said
 in part recited mortgage to the said assignee together with
 all moneys due, or to become due thereon; and to also grant
 the goods and chattels therein contained and hereinafter
 set out to the said assignee; and these presents are intended
 to carry out such intention.

Now this Indenture witnesseth that in consideration of
 dollars of lawful money of Canada now paid by
 the said assignee to the said assignor (the receipt whereof
 is hereby acknowledged), the said assignor do hereby
 assign and set over unto the said assignee executors, admin-
 istrators and assigns all that the said hereinbefore in part
 recited mortgage, and also the said sum of dollars
 and the interest thereon now owing as aforesaid, together
 with all moneys that may hereafter become due or owing
 in respect of the said mortgage and the full benefit of all
 powers and of all covenants and provisoes contained in said
 mortgage, and the said assignor do hereby grant, bar-
 gain, sell and assign unto the said assignee execu-
 tors, administrators and assigns, all and singular the said goods and
 chattels therein and hereinafter more particularly mentioned
 and described, that is to say:

And all the right, title, interest, property, claim and demand whatsoever, both at law and in equity, or otherwise howsoever of him the said assignor, of, in, to and out of the same and every part thereof.

To have and to hold the said hereinbefore recited mortgage and the moneys secured thereby, and also the said goods and chattels and every of them with their appurtenances unto the said assignee executors, administrators and assigns absolutely; subject to the proviso for redemption contained in the said mortgage.

And the said assignor for self, his executors and administrators, do hereby covenant with the said assignee executors, administrators and assigns, that the said sum of _____ dollars and interest thereon at the rate aforesaid from the _____ day of _____ is now justly due owing and unpaid upon, and by virtue of the said mortgage and that he _____ he _____ not done or permitted any act, matter or thing whereby the said mortgage has been released or discharged, or the said goods and chattels in any wise encumbered or whereby the said goods and chattels, or any of them have been or may be removed from the said _____ and that the executors and administrators will upon the request and at the cost of the said assignee, _____ executors, administrators and assigns, do perform and execute every act necessary for further assuring the said mortgage and money, goods and chattels, and for enforcing the performance of the covenants and other matters contained in the said mortgage.

In witness whereof, etc.

Signed, sealed, etc.

FORM 294.*Affidavit of Execution of the Foregoing Assignment.*

Ontario:) I, of the of
 County of) in the County of , make oath
 To Wit:) and say:

That I was personally present and did see the foregoing assignment of chattel mortgage duly signed, sealed and executed by the parties thereto; and that I, this deponent, am a subscribing witness to the same; and that the name set and subscribed as a witness to the execution thereof, is of the proper handwriting of me, this deponent, and that the same was executed at the of , in the county of .

Sworn before me, etc.

A Commissioner, etc.

FORM 295.*Affidavit of Bona Fides by Assignee of Chattel Mortgage.*

Ontario:) I, of the of
 County of) in the county of the assignee in

To Wit:) the foregoing assignment of chattel mortgage named, make oath and say: that the sale therein made is bona fide, and for good consideration, namely: in consideration of the sum of dollars, as set forth in the said assignment, and is not for the purpose of holding or enabling me this deponent to hold the goods mentioned therein against the creditors of therein named.

Sworn before me, etc.

A Commissioner, etc.

FORM 296.

Statement on Renewal of Chattel Mortgage.

Statement exhibiting the interest of C. D., in the property mentioned in a chattel mortgage, dated the day of 19 , made between A. B., of the of , in the county of , of the one part, and C. D., of the of , in the county of , of the other part, and filed in the office of the clerk of the court of the of on the day of 19 , and of the amount due for principal and interest thereon and of all payments made on account thereof.

The said C. D., is still the mortgagee of the said property and has not assigned the said mortgage. *For the said E. F., is an assignee of the said mortgage by virtue of an assignment thereof from the said C. D., dated the day of 19 , and is the case hereby.*

No payments have been made on account of the said mortgage (for the following payments and no other have been received on account of the said mortgage

1913, Jan. 1st, cash received \$100.)

The amount still due for principal and interest on the said mortgage is the sum of dollars computed as follows:

Chattel Mortgage

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FORM 297.*Authority to an Agent to Renew a Mortgage.*

Know all men by these presents, that I, C. D., of the
of , in the county of do
hereby nominate, constitute, authorize and appoint E. F., of
the of in the county of
as my true and lawful agent and attorney, for me and in my
name, and for my sole use and benefit, to renew a certain
 chattel mortgage to me from one A. B., of the of
in the county of , securing to me on cer-
tain goods and chattels the sum of , which said
mortgage bears date the day of A.D.
19 , and was filed in the office of the clerk of the county
court of the county of , on the day
of A.D., 19 , at the hour of o'clock in
the noon. And for all and every of the purposes aforesaid,
I do hereby give and grant unto my said agent and attor-
ney full power and authority to do, perform and execute all
acts, deeds, matters and things necessary to be done and per-
formed, and all proceedings to take, necessary to be taken
in and about the premises, I hereby ratifying, confirming and
allowing, and hereby agreeing to ratify, confirm and allow
all and whatsoever my said agent and attorney shall lawfully
do or cause to be done by virtue hereof.

In witness whereof, etc.

Signed, sealed, etc.

FORM 298.*General Authority to take and Renew Mortgages.*

Know all Men by these Presents, that I, C.D., of the
 of , in the county of , do hereby nominate,
 constitute, authorize and appoint E. F., of the
 in the county of , as my true and lawful
 agent and attorney for me and in my name, and for my sole
 use and benefit, to take and renew all and any bills of sale
 by way of chattel mortgage, necessary to be taken and renewed
 for me and on my behalf, from any person or persons whom-
 soever as I myself could do, and for all and every of the pur-
 poses aforesaid, I hereby give and grant unto my said agent
 and attorney full power and authority to do, perform, and
 execute all acts, deeds and matters necessary to be done and
 performed, and all proceedings to take necessary to be taken
 in and about the premises, I hereby ratifying, confirming and
 allowing, and hereby agreeing to ratify, confirm and allow all
 and whatsoever my said agent and attorney shall lawfully do
 or cause to be done by virtue hereof.

In witness whereof, etc.

Signed, sealed, etc.

N.B. The above authority may be changed so as to provide for the
 case of a conveyance under the Act.

FORM 299.*Affidavit to Accompany Statement of Renewal.*

Ontario: I, C.D., of the of
 County of in the county of Mortgagee, in

To Wit: the chattel mortgage mentioned in fore-
 going (or annexed) statement (or assignee of the mortgage)
 named in the chattel mortgage mentioned in the foregoing
 (or annexed) statement (as the case may be), make oath and
 say:

1. That the foregoing (or annexed) statement is true.
2. That the chattel mortgage mentioned in the said statement has not been kept on foot for any fraudulent purpose.

Sworn before me, etc.

A Commissioner, etc.

FORM 300.

Discharge of Chattel Mortgage.

To the clerk of the County Court of the _____ county
 of _____ I, C. D., of the _____ of _____
 in the county of _____, do certify that A. B., of the _____
 of _____ in the county of _____ has satisfied all
 money due on, or to grow due on, a certain chattel mortgage
 made by _____ to _____ which mortgage bears
 date the _____ day of _____ A.D. 19____, and was regis-
 tered (or in case the mortgage has been renewed, was re-regis-
 tered) in the office of the clerk of the _____ of _____
 on the _____ day of _____ A.D. 19____, as No. _____
 (here mention the day and date of registration of each assign-
 ment thereof, and the names of the parties, or mention that
 such mortgage has not been assigned, as the fact may be),
 and that I am the person entitled by law to receive the money,
 and that such mortgage is therefore discharged.

Witness my hand this _____ day of _____ A.D. 19____.

One witness stating

Occupation, _____

Residence, _____

C. D.

FORM 301.*Affidavit of Execution of a Discharge.*

Ontario: I, E. F., of the of
 County of in the county of
 To Wit: I make oath and say:

1. That I was personally present and did see the within certificate of discharge of chattel mortgage duly signed and executed by C. D., one of the parties thereto.

2. That the said certificate was so executed at the

3. That I know the said

4. That I am a subscribing witness to the said certificate
 Sworn before me, etc.

A Commissioner, etc.

10 Edw. VII. (Ont.) c. 65 sched. I.]

FORM 302.*Warrant under Chattel Mortgage.*

To
 my bailiff in this behalf.

You are hereby authorized and required to seize and take all the goods and chattels mentioned in the mortgage, a whereof is hereunto annexed, wherever the same may be found and the same to sell and dispose of, as provided by the said mortgage so as to realize the sum of now due and owing to by virtue of the provisions therein contained, and the said sum, or so much thereof as may be realized, to pay over to , executors, administrators or assigns, and proceed thereupon to obtain possession of such goods and chattels and for the recovery of the last mentioned sum as the law directs, and the said indenture permits, and for your so doing, this shall be your sufficient warrant and authority.

Witness hand and seal this day of

19 .

FORM 303.

Notice to a Mortgagor by an Assignee of the Mortgage of the Assignment.

To Mr.

Take notice that I have this day become the purchaser and assignee for value of that certain chattel mortgage made and executed by you to _____, of the _____ of _____ in the county of _____, whereby you secured to the said _____ the goods and chattels therein mentioned, the sum of _____ dollars, payable as therein set out, and which said mortgage was duly registered in pursuance of the statute in that behalf, on the _____ day of _____, A.D. 19____, as No. _____, in the office of the clerk of the County Court of the county of _____; and further take notice, that all sums of money now unpaid, due, or accruing due, on account of said mortgage, are hereafter to be paid by you to me as such purchaser and assignee, and to no one else. And I am the person with whom all further dealings of any nature whatsoever are to be had of and concerning the said mortgage.

Dated at _____ this _____ day of _____, 19____.

Witness,

C. D.

FORM 304.

Charter Party.

This charter party, made and concluded upon at _____ on the _____ day of _____ in the year 19____, between _____ of _____ owner, of the ship or vessel called "The _____" of _____ of the burthen _____ tons or thereabouts, register measurements, now lying in the harbour of _____, of the first part, and _____ of _____ merchant, of the second part, witnesseth: That the said party of the first part, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and per-

between the said party of the second part, doth covenant and agree on the hiring and chartering of the said vessel unto the said party of the second part for a voyage from the port of to on the terms following, that is to say:

The said party of the first part doth engage that the said vessel and during the said voyage shall be kept tight, staunch, well fitted, fitted, and repaired with crew, provisions, and with men and provisions necessary for such voyage.

The said party of the first part doth further engage that the whole of the said vessel (with the exception of the cabin and the necessary room for the accommodation of the crew and the stowage of the sails, cables, and provisions) shall be at the sole use and disposal of the said party of the second part during the voyage aforesaid; and that no goods or merchandise whatever shall be laden on board otherwise than from the said party of the second part, or his agent, without his consent or pain or forfeiture of the amount of freight agreed upon for the same.

The said party of the first part doth further engage to take and receive on board the said vessel during the aforesaid voyage all such lawful goods and merchandise as the said party of the second part, or his agents, may think proper to ship.

And the said party of the second part, for and in consideration of the covenants and agreements to be kept and performed by the said party of the first part, doth covenant and agree with the said party of the first part to charter and hire the said vessel as aforesaid on the terms following, that is to say:

The said party of the second part doth engage to provide and furnish to the said vessel a full and complete cargo of

The said party of the second part shall be bound to pay to the said party of the first part the sum of US \$2000 for the outfit of the said vessel at the rate of \$2000 per day, in manner following, that is to say, the said party of the second part shall be bound to pay to the said party of the first part the sum of twenty-two hundred and fifty dollars per day, payable in cash upon proper receipt of said cargo at place of destination.

It is further agreed between the said parties that the said party of the second part shall be allowed for the loading and discharging of the vessel at the respective ports above and lay days shall be allowed to the said party of the second part as follows:

Lay days shall be allowed for loading and discharging of the vessel at the said ports at the rate of one day for each cargo, to be computed from the time the vessel is ready to receive proper berth, loading and discharging, to the time the vessel is ready to receive cargo, and in case the vessel is longer detained, the said party of the second part shall be bound to pay to the said party of the first part demurrage at the rate of \$2000 per day, day by day, for every day so detained, provided that no detention shall happen or detain the said party of the second part, or his agent.

It is also further agreed that the cargo or cargoes shall be received and delivered alongside within reach of the vessel's the ports of loading and discharging, lightage, to be paid by the party of the first part. The damages of the seas and navigation of every nature and kind always mutually excepted.

To the true performance of all and every of the foregoing covenants and agreements the said parties each to the other do hereby bind themselves, their heirs, executors, administrators and assigns (especially the said party of the first part, the said vessel, her freight, tackle, and appurtenances; and the said party of the second part, the said merchandise to be laden on board) each to the other, in the penal sum of dollars.

In witness whereof the said parties have hereunto interchangeably set their hands the day and year first above written.

COMPANY FORMS.

FORM 305.

DOMINION.

Application for Incorporation under the First Part of "The Companies Act," (Chapter 79 of the Revised Statutes of Canada, 1906.)

To the Honourable the Secretary of State of Canada:

The application of
respectfully sheweth as follows:

The undersigned applicants are desirous of obtaining letters patent under the provisions of the First Part of The Companies Act (Chapter 79 of the Revised Statutes of Canada, 1906), constituting your applicants and such others as may become shareholders in the Company, thereby created a body corporate and politic under the name of

"Limited."

or such other name as shall appear to you to be proper in the premises.

The undersigned have satisfied themselves and are assured that the proposed corporate name of the Company under which corporation is sought is not the corporate name of any other known Company incorporated or unincorporated, or any name liable to be confounded therewith or otherwise on public grounds objectionable.

Your applicants are of the full age of 21 years.

The purposes for which incorporation is sought by the applicants are

The operations of the Company to be carried on throughout the Dominion of Canada and elsewhere.

The chief place of business of the proposed Company within Canada will be at the _____ of _____ in the County of _____ in the Province of _____

FORM 306.

Memorandum of Agreement and Stock Book.

(To be executed in duplicate; one duplicate to be transmitted with the application.)

The (Limited.)

We, the undersigned, do hereby severally covenant and agree each with the other to become incorporated as a company under the provisions of the First Part of "The Companies Act," (Chapter 79 of the Revised Statutes of Canada, 1906), under the name of _____ (Limited), or such other name as the Secretary of State may give to the Company, with a capital of _____ dollars, divided into _____ shares of _____ dollars each.

And we do hereby severally, and not one for the other, subscribe for and agree to take the respective amounts of the capital stock of the said Company set opposite our respective names as hereunder and hereafter written, and to become shareholders in such company to the said amounts.

In witness whereof we have signed.

[illegible]

FORM 307.*Affidavit of Execution to Accompany Petition.*

Canada: Province of County of To Wit:	In the matter of the application of and others for incorpora- tion under the First Part of "The Companies Act," (Chapter 79, of the Revised Statutes of Canada, 1906) under the name of
--	--

I, _____, of the City of _____, in the County
 of _____, make oath and say that:

1. I was personally present and did see the within petition and memorandum of agreement and stock book duly signed and executed by the parties thereto.

2. The said petition and memorandum of agreement and stock book were executed at the City of _____ aforesaid.

3. I know the said parties.

4. I am a subscribing witness to the said petition and memorandum of agreement and stock book.

Sworn before me at the City of _____
 in the County of _____)
 this _____ day of _____
 A.D. 19 _____)

FORM 308.*Affidavit in Support.*

In the matter of the application of

Province of
County of

To Wit:

and others for incorporation under the
First Part of "The Companies Act,"
(Chapter 79, Revised Statutes of Canada,
1905) as

1. of the city of in the county of
Province of do solemnly declare:

1. That I am one of the applicants herein.
2. That I have a knowledge of the matter, and that the allegations in the within petition contained are, to the best of my knowledge and belief, true in substance and fact.
3. That I am informed and believe that each petitioner signing the said petition is of the full age of twenty-one years, and that his name and description have been accurately set out in the preamble thereto.
4. That the proposed corporate name of the Company is not on any public ground objectionable and that it is not that of any known Company, incorporated or unincorporated, or of any partnership or individual, or any name under which any known business is being carried on, or so nearly resembling the same as to deceive.

5. That I have satisfied myself and am assured that no public or private interest will be prejudicially affected by the incorporation of the Company aforesaid.

And I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of "The Canada Evidence Act."

Declared before me at
of in the County
of this
day of A.D.

A Commissioner, &c.

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ONTARIO FORMS.

TO HIS HONOUR THE LIEUTENANT-GOVERNOR OF THE PROVINCE OF ONTARIO:†

humbly sheweth:

*If the company is for the purpose of carrying on a public utility under Part XIII., the petition should be to the Lieutenant-Governor in Council.

*If Part XI. of the Act is to be made applicable refer to it here. Accepted cheque, for fee, payable to the Provincial Treasurer, should accompany petition.

2. That Your Petitioners have satisfied themselves that the corporate name under which incorporation is sought is not on any public ground objectionable, and that it is not that of any known Company, incorporated or unincorporated or of any partnership or individual, or any name under which any known business is being carried on, or so nearly resembling the same as to deceive.

3. That Your Petitioners have satisfied themselves and are assured that no public or private interest will be prejudicially affected by the incorporation of Your Petitioners.

4. Each of Your Petitioners is of the full age of twenty-one years.

5. The object for which incorporation is sought is to

6. The Head Office of the Company will be at

7. The amount of the Capital Stock of the Company is to be dollars.

8. The stock is to be divided into shares of dollars each.

9. That the said
are to be the provisional directors of the Company.

Special provision should be set on a separate interleaved sheet following this sheet.

10. By subscribing therefor in a Memorandum of Agreement duly executed in duplicate, with a view to the incorporation of the Company, Your Petitioners have taken the amount of stock set opposite their respective names as follows:

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Date

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2 Geo. V.

COMPANY.

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PETITIONERS.

Amount of stock subscribed for.

Your Petitioners therefore pray that your Honour may be pleased to grant Letters Patent constituting Your Petitioners and the persons who have become subscribers in the Memorandum of Agreement and such other persons who may become shareholders in the company a Body Corporate and Politic for the due carrying out of the undertaking.

And Your Petitioners, as in duty bound, will ever pray,
etc.

Dated at this day of 19 .

(SIGNATURES OF WITNESSES) SIGNATURES OF PETITIONERS.

FORM 310.*Memorandum of Agreement and Stock Book.*

(To be executed in duplicate: one duplicate to be deposited in the office of the Provincial Secretary).

(Name of the Company concluding with the word)
(Limited)

We the undersigned do hereby severally covenant and agree each with the others to become incorporated as a company under the provisions of the Ontario Companies Act under the name of _____ (Limited), or such other name as the Lieutenant-Governor may give to the Company, with a capital of _____ dollars, divided into _____ shares of _____ dollars each.

And we do hereby severally subscribe for and agree to take the respective amounts of the capital stock of the said Company set opposite our respective names as hereunder written, and to become shareholders in such Company to the said amounts.

Witness our hands and seals.

Name of Subscriber.	Seal	Amount of Sub- scription.	Date and Place of Subscription.		Residence of Sub- scriber.	Name of Witness
			Date	Place.		
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2 Geo. V. c. 31 (Ontario). Schedule Form 2.]

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FORM 311.*Petition for Incorporation without Share Capital.*

To His Honour, etc., Lieutenant-Governor of the Province
of Ontario:

The petition of

Humbly sheweth as follows:

1. Your Petitioners are desirous of obtaining Letters Patent, under the provisions of The Ontario Companies Act, constituting your petitioners and such others as may become members of the corporation thereby created, a body corporate and politic without share capital, under the name of _____ or such other name as shall appear to Your Honour to be proper.

2. Your Petitioners have satisfied themselves that the corporate name under which incorporation is sought is not on any public ground objectionable, and that it is not that of any known company, incorporated or unincorporated, or of any partnership or individual, or any name under which any known business is being carried on, or so nearly resembling the same as to deceive.

3. Your Petitioners have satisfied themselves that no public or private interest will be prejudicially affected by the incorporation of your petitioners.

4. Each of your Petitioners is of the full age of twenty-one years.

5. The object for which incorporation is sought is to _____
(set out the objects proposed).

6. The said _____ are to be the provisional directors of the corporation.

7. Your Petitioners have signed a memorandum of agreement in duplicate, setting out the purposes and objects of incorporation and provisions for administering the af-

fairs of the corporation, and have undertaken that the said corporation shall be carried on without the purposes of gain for its members, and that any profits or other accretions to the corporation shall be used in promoting its objects.

Your Petitioners thereby pray that Your Honour may be pleased to grant Letters Patent constituting your petitioners and such others as have become subscribers to the Memorandum of Agreement and such persons as may thereafter become members of the corporation, a body corporate and politic for the due carrying out of the undertaking.

And your Petitioners, as in duty bound, will ever pray, etc.,

Dated at this day of 19 .

Signatures of Witnesses

Signatures of Petitioners.

2 Geo. V. c. 31 (Ontario), Form 3 Schedule.]

FORM 312.

Memorandum of Agreement to Accompany Petition for Incorporation Where There is no Share Capital.

Memorandum of Agreement of the , made, and entered into this day of 19 .

1. We, the undersigned hereby severally covenant and agree each with the others to become incorporated under the provisions of The Ontario Companies' Act as a corporation without share capital for the purposes and objects following: (*Setting out the objects of the corporation*).

2. The subscribers shall be the first members, and it shall rest with the directors to determine the terms and conditions on which subsequent members shall from time to time be admitted.

3. The following shall be the first directors of the corporation:--

4. The first directors shall hold office until the first general meeting, and unless otherwise provided by the members in general meeting the subsequent directors shall hold office for one year or until their successors are appointed.

5. Any member may transfer his interest in the corporation by instrument in writing, signed by the transferor and transferee and duly registered with the corporation.

6. The first general meeting shall be held at such time, not being more than two months after incorporation, and at such place as the directors may determine.

7. Subsequent general meetings shall be held at such time and place as may be prescribed by the corporation in general meeting; and, if no other time or place is prescribed, a general meeting shall be held on the fourth Wednesday in January in every year, at such place as may be determined by the directors.

8. The directors may, whenever they think fit, and they shall upon a requisition made in writing by any five or more members, convene a general meeting.

9. The requisition shall express the object of the meeting proposed to be called, and shall be left at the office of the corporation.

10. Upon the receipt of such requisition the directors shall forthwith convene a general meeting, and, if they do not convene the same within twenty-one days of the receipt of the requisition, the requisitionists or any other five members may themselves convene a meeting.

11. At least ten days' notice of any general meeting specifying the place, the day, and the hour of meeting, and in case of special business the general nature of such business, shall be given to the members in the manner herein after mentioned, or in such other manner, if any, as may be prescribed by the corporation in general meeting, but

The non-receipt of such notice by any member shall not invalidate the proceedings at any general meeting.

12. If within one hour from the time appointed for a meeting a quorum of members is not present, the meeting, if convened upon the requisition of the members, shall be dissolved. In any other case, it shall stand adjourned to the same day in the following week, at the same hour and place, and if at such adjourned meeting a quorum of members is not present, it shall be adjourned *sine die*.

13. (1) The Chairman (*if any*) of the directors shall preside as chairman at every general meeting of the corporation.

14. The chairman may, with the consent of the meeting adjourn it from time to time, and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

15. At any general meeting, unless a poll is demanded, a declaration by the chairman that a resolution has been carried, and an entry to that effect in the minutes of proceedings of the corporation, shall be sufficient evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against such resolution.

16. If a poll is demanded, the same shall be taken in such manner as the chairman directs, and the result shall be deemed to be the resolution of the corporation in general meeting.

17. With the consent in writing of all the members, a general meeting may be convened on shorter notice than ten days, and in any manner which such members think fit.

18. The presence in person or by proxy of not less than 30 members or of one-fourth of the members shall be necessary to constitute a quorum at general meetings.

19. Until otherwise determined by special resolution, every member shall have one vote.

20. Votes may be given either personally or by proxy, and the instrument appointing proxy shall be in writing, under the hand of the appointer, or if such appointer is a corporation, under its common seal, and shall be attested by at least one witness and no person shall be appointed a proxy who is not a member of the corporation.

21. A resolution signed by all the directors shall be as valid and effectual as if it has been passed at a general meeting of the directors duly called and constituted.

22. The future remuneration of the directors, and their remuneration for services performed previously to the first general meeting, shall be determined by the corporation in general meeting.

23. The affairs of the corporation shall be managed by the directors, who may pay all expenses of the incorporation, and may exercise all such powers of the corporation as are not by The Ontario Companies Act, or by this memorandum required to be exercised by the corporation in general meeting, subject, nevertheless, to any regulations of this memorandum, to the provisions of that Act, and to such regulations not inconsistent with such regulations or provisions as may be prescribed by the corporation in general meeting, but no regulation made by the corporation in general meeting shall invalidate any prior act of the directors which would have been valid if such regulation had not been made. The continuing directors may act notwithstanding any vacancy in their body.

24. (1) The office of director shall be vacated: -

(a). If he holds any other office or place of profit under the corporation;

(b). If he is concerned in or participates in the profits of any contract with the corporation;

(c). No director shall vacate his office by reason of his being a shareholder or member of any corporation which has entered into any contract with or

done any work for the corporation of which he is a director, but he shall not vote in respect of such contract or work, and if he votes his vote shall not be counted.

25. A retiring director shall be eligible for re-election.

26. If at any meeting at which an election of directors ought to take place the places of the vacating directors are not filled, the meeting shall stand adjourned till the same day in the next week, at the same hour and place; and if at such adjourned meeting the places of the vacating directors are not filled, the vacating directors or such of them as have not had their places filled, shall continue in office until the ordinary meeting in the next year, and so on from time to time until their places are filled.

27. The corporation may, from time to time, in general meeting, increase or reduce the number of directors, and may also determine in what rotation any such increased or reduced number is to go out of office.

28. Any casual vacancy occurring in the board of directors may be filled by the directors, but any person so chosen shall retain his office only as the vacating director would have retained the same if no vacancy had occurred.

29. The corporation, in general meeting, by a resolution, of which notice has been given in the notice calling the meeting, may remove any director before the expiration of his period of office, and may by resolution, appoint another person in his stead; the person so appointed shall hold office during such time as the director in whose place he was appointed would have held the same if he had not been removed.

30. (1). The directors may meet for the despatch of business, adjourn, and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business.

(2). Questions arising at any meeting shall be decided by a majority of votes. In case of an

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equality of votes the chairman shall have a second or casting vote.

(3). A director may at any time summon a meeting of the directors.

31. The directors may elect a chairman of their meetings, and determine the period for which he is to hold office; but if no such chairman is elected, or if at any meeting the chairman is not present, the directors present shall choose one of their number to be chairman of the meeting.

32. The directors, by resolution entered upon the minutes, may delegate any of their powers or committees consisting of such member or members of their body as they think fit, and a committee so formed shall, in the exercise of its powers so delegated, conform to any regulations that may be imposed on them by the directors.

33. A committee may elect a chairman, and if no such chairman is elected, or if he is not present, the members present shall choose one of their number to be chairman of the meeting.

34. A committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in case of an equality of votes the chairman shall have a second or casting vote.

35. All acts done by any meeting of the directors, or of a committee or directors, or by any person acting as a director, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such director or person so acting, or that they, or any one of them, were disqualified, shall be as valid as if every such person had been duly appointed and was qualified to be a director, but it shall not be necessary to give notice of a meeting of the directors to a director who is not in Ontario.

In testimony whereof we have hereunto set our hands and affixed our seals.

FORM 313.*Statement in Lieu of Prospectus.*

Statement in lieu of prospectus filed by
 , Limited, pursuant to section 100.

Presented for filing by
 The Ontario Companies' Act.

Statement in Lieu of Prospectus.

The nominal share capital of the company
 \$
 Divided intoshares of \$ each.
 " " "
 " " "
 " " "

Names, descriptions and addresses of directors or proposed directors.

Minimum subscription (*if any*) fixed by the memorandum of association on which the company may proceed to allotment.

Number and amount of shares and debentures agreed to be issued as fully or partly paid up otherwise than in cash. The consideration for the intended issue of these shares and debentures.

1. shares of \$ fully paid.
2. shares upon which \$ per share credited as paid.
3. debenture \$

1. Consideration.

Names and addresses of vendors of property purchased or acquired, or proposed to be purchased or acquired by the company. Amount (*in cash, shares or debentures*), payable to each separate vendor.

Amount, if any, paid or payable (*in cash or shares or debentures*), for any such property, specifying amount, if any, paid or payable for goodwill.

Total	purchase price	\$	
Cash	"	"	*
Shares	"	"	*
Debentures	"	"	*
Goodwill	"	"	*

Amount, if any, paid or payable as commission for subscribing or agreeing to subscribe or procuring or agreeing to procure subscriptions for any shares or debentures in the company, or

Amount paid.

Amount payable.

Rate of commission.

Rate per cent.

Estimated amount of preliminary expenses.

Amount paid or intended to be paid to any promoter.

Consideration for payment.

Name of promoter. Amount \$. Consideration.

Dates of, and parties to, every material contract (other than contracts entered into in the ordinary course of business intended to be carried on by the company or entered into more than two years before the filing of this statement).

Time and place at which the contracts or copies whereof may be inspected.

Names and addresses of the auditors of the company (if any).

Full particulars of the nature and extent of the interest of every director in the promotion of or in the property proposed to be acquired by the company, or, where the interest of such a director consists in being a partner in a firm, the nature and extent of the interest of the firm, with a statement of all sums paid or agreed to be paid to him, or to the firm in cash or shares, or otherwise, by any person either to induce him to become, or to qualify him as, a director, or otherwise for services rendered by him or by the firm in connection with the promotion or formation of the company.

Whether the articles contain any provisions precluding holders of shares or debentures receiving and inspecting balance sheets or reports of the auditors or other reports.

Nature of the provisions.

(Signatures of the persons above named as directors or proposed directors, or of their agents authorized in writing.)

2 Geo. V., c. 35 (Ontario), Form 5 Schedule.)

FORM 314.

Affidavit of Execution of Petition.

Province of Ontario.	}	In the matter of the herein
County of		application for the incorporation
To Wit:		by the grant of letters patent of
		Limited.

I, _____, of the _____, of _____, Esquire, make oath and say: -

1. That I was personally present and did see the annexed Petition and Memorandum of Agreement and Stock Book duly signed and executed by the parties thereto.

2. That I know the said parties.

3. That I am a subscribing witness to the said Petition and Memorandum of Agreement and Stock Book

Sworn before me at the _____ of _____ in the County of _____ this _____ day of _____ (Signature of Deponent.) A.D. 19 _____

A Commissioner, &c.

FORM 315.*Affidavit in Support of Petition.*

Province of Ontario, } In the matter of the herein
 County of } application for the incorporation
 To Wit: } by the grant of Letters patent
 of } Limited.
 I, } of the } , in the
 County of } , Province of } , make
 oath and say.

1. That I am one of the applicants herein.

2. That I have a knowledge of the matter, and that the allegations in the within petition contained are, to the best of my knowledge and belief, true in substance and fact.

3. That I am informed and believe that each petitioner signing the said petition is of the full age of twenty-one years, and that his name and description have been accurately set out in the preamble thereto.

4. That the proposed corporate name of the Company is not on any public ground objectionable and that it is not that of any known Company, incorporated or unincorporated, or of any partnership or individual, or any name under which any known business is being carried on, or so nearly resembling the same as to deceive.

5. That I have satisfied myself and am assured that no public or private interest will be prejudicially affected by the incorporation of the Company aforesaid.

Sworn before me at the
 of in the County
 of this
 day of A.D. 19
 A Commissioner, &c.

(Signature of Deponent.)

FORM 316.*Statutory Form.*

Instrument of Proxy

Company, Limited.

I, _____, of _____, a shareholder of
 _____ Company, Limited, hereby appoint
 of _____ (*name of proxy*), as my proxy to vote
 for me on my behalf at the _____ meeting of
 the company, to be held on the _____ day of _____ 19____,
 and at any adjournment thereof.

Dated this _____ day of _____ 19____.

NOTE. —(1). Where the appointer is a corporation or an officer of it the necessary changes must be made in the form.

(2). Where the instrument is signed by a corporation its common seal must be affixed.

2 Geo. V. c. 35, Form 6 Schedule.]

FORM 317.*1 Set of By-laws Suitable for a Trading Company.*

By-Law No. 1.—The Head Office of the Company shall be at the City of _____, in the Province of Ontario, and at such place therein as the Directors may from time to time decide.

By-Law No. 2.—The seal, an impression of which is stamped on the margin hereof, shall be the seal of the Company.

By-Law No. 3. The Annual General Meeting of the Company shall be held at the Office of the Company at _____, in the City of _____, or at such other place in such City as the Directors may by resolution decide, on the _____ in _____ (not being a holiday) in each and every year beginning at the hour of _____ o'clock in the _____ noon (if the said _____ be a holiday the meeting shall be held on the _____ day).

thereafter which is not a holiday). No notice or advertisement of such Annual General Meeting need be published in any paper, but notice thereof shall be given by letter to each shareholder mailed to his last known address and deposited in the Post Office at seven days before the day of holding the said meeting. The failure to give notice is not to affect in any way the validity of such Annual General Meeting or any of the proceedings thereat.

By-Law No. 4.—The Directors may whenever they think fit and they shall upon a requisition made in writing by the holders of not less than one-tenth of the subscribed capital stock of the Company convene a special general meeting of the Company. Any requisition made by the shareholders shall express the object of the special general meeting proposed to be called and shall be left at the Head Office of the Company. Upon the receipt of such requisition the Directors shall forthwith proceed to convene a special meeting. If they do not proceed to cause the same to be held within ten days from the date upon which the requisition was left at the Head Office of the Company the requisitionists or any other shareholders amounting to the required one-tenth of the subscribed Capital Stock of the Company may themselves convene such special general meeting.

By-Law No. 5.—No public notice of advertisement of any such special meeting shall be required, but notice of the time and place of any such meeting shall be given by the Secretary, or by the requisitionists, as the case may be, by letter addressed to each shareholder at his last known address and deposited in the Post Office at seven days before the holding of such meeting. The accidental failure to give such notice shall not affect the validity of any such meeting or any of the proceedings thereat.

By-Law No. 6.—The quorum for the transaction of business in meetings of the shareholders shall consist of not less than three shareholders present in person or repre-

sented by proxy holding not less than fifty per cent. of the subscribed Capital Stock of the Company.

By-Law No. 7.—The name and Post Office address of each shareholder and director shall be entered in a register and until notification in writing of a new address is received by the Secretary the last given address appearing in the register shall be deemed the Post Office address and the last Post Office address of such shareholder or director.

By-Law No. 8.—No person shall be entitled to vote or act as proxy for another shareholder unless he is himself entitled to vote at meetings of the Company and a proxy shall deposit a written authority with the Secretary before tendering his vote as such proxy.

By-Law No. 9.—That at all meetings of the Company every shareholder shall be entitled to as many votes as he owns shares in the Company, and may vote by proxy duly appointed in writing, but no shareholder being in arrear in respect of any call shall be entitled to vote at any meeting of the Company.

By-Law No. 10.—That questions at all meetings shall be decided by a majority in value of the shareholders present, either in person or by proxy, and in case the number of votes is equal the President or Chairman shall have deciding or casting vote.

By-Law No. 11.—Any shareholder holding at least share absolutely in his own right and not in arrears of payment for calls thereon may be elected a Director.

By-Law No. 12.—The business of the Company shall be managed by a Board of three Directors, but, except as provided in Section 83 (sub-sections 3 and 4) of The Ontario Companies Act, 1912, no business shall be transacted unless at the meeting of the Board at which a quorum of the Board shall be present. The Directors shall be elected by

a term of one year and shall be eligible for re-election and shall continue in office until the election of their successors except in case of disqualification or of resignation. The Directors shall be chosen by the shareholders at each Annual Meeting.

By-Law No. 13.—The shareholders may by resolution passed at any general or other meeting of the Company remove any Director before the expiration of his period of office and appoint another qualified person in his stead; the person so appointed shall hold office during such time only as the Director in whose place he is appointed would have held the same if he had not been removed. The notice of calling such meeting shall specify the object or objects of the meeting.

By-Law No. 14.—The regular meetings of the Directors of the Company shall without notice be held on the _____ o'clock in the afternoon, at the Head Office of the Company, or at such other fixed time or times and place or places as the Directors present at any regular meeting of Directors may from time to time determine. Notice of any special meeting of the Directors may be given by letter, telegram, or verbally. In the case of notice by telegram or verbally such special meeting may be held at the expiration of four days from the giving of such verbal notice or the despatching of such telegram. Any Director may waive the right to notice of any special meeting of Directors and the meeting of Directors shall be properly constituted notwithstanding the absence of the Director so waiving notice provided there is a quorum present at such meeting and the said waiver of notice shall apply according to its terms until withdrawn. The Directors of the Company may, subject to the Ontario Companies Act, without notice at any regular meeting of such Directors repeal, amend, or re-enact the By-laws of the Company or any of them, but such changes unless in the meantime confirmed at a General Meeting of the Company duly called

for that purpose, shall only have force until the next Annual Meeting of the Company, and if not confirmed thereat, shall from that time only cease to have any force.

By-Law No. 15. Any general meeting of the Company shall be deemed a regular meeting when all the shareholders are present in person or by proxy without regard to notice thereof or place or time of meeting and signify their consent to such meeting being considered a regular meeting or when all the shareholders who are present signify their consent and those who may not be present in person or by proxy waive in writing (including telegram and whether before or after such meeting) notice of such meeting.

By-Law No. 16.—There shall be elected by and from the Board of Directors, a President, and a Vice-President, and there shall be a Secretary-Treasurer and such other officers or officers (if any) as the Board may deem necessary for the management of and conduct of the business of the Company appointed by the Board, but not necessarily from the Board.

By-Law No. 17.—The President shall be chosen by the Board of Directors from amongst their number at the first meeting after their election or appointment or at an adjourned meeting thereof. The President shall if present preside as chairman at all meetings of the said Company and of the Board and shall have charge of the meetings. In case of his absence the Vice-President if present shall preside, failing him those who are present shall choose some one of their number as Chairman.

By-Law No. 18. The Vice-President shall be elected in the same way and at the same time as the President.

By-Law No. 19.—The Secretary-Treasurer and all other officers of the Company shall perform such duties as may be assigned to him by the Board of Directors.

By-Law No. 20.—If a Director shall cease to be a Director of this Company whether by ceasing to hold stock therein or by resignation or death or shall in the judgment of the remaining members of the Board become incapable of acting as such Director, the remaining members of the Board may declare a vacancy and the same may be filled for the unexpired remainder of the term by the remaining members of the Board from among the qualified shareholders of the Company.

By-Law No. 21.—No agreement, contract or obligation (other than a cheque, promissory note, draft or order for the payment of money and warehouse receipt) involving the payment of money or the credit or liability of the Company shall be made without the approval of the Board of Directors.

All contracts made by the Company (except cheques, notes, drafts, orders for the payment of money and warehouse receipts) shall be executed on behalf of the Company by the President or the Vice-President and by the Secretary-Treasurer and sealed with the Company's seal, except in case otherwise provided for by resolution of the Board.

All cheques, notes, drafts or orders for the payment of money shall be signed by the Secretary-Treasurer and countersigned by the President or Vice-President or by such other officer or officers as the Board may from time to time appoint. But the Secretary-Treasurer is empowered to endorse cheques, money orders, etc., for the purpose of depositing the same in the Bank to the credit of the Company.

By-Law No. 22.—A stock transfer book shall be provided in such form as the Board of Directors may approve of and all transfers of stock in the capital of the Company shall be made in such book and shall be signed by the transferor or by his attorney duly appointed in writing and the transfer shall be accepted by the transferee or his at

torney duly appointed in writing. Stock certificates shall be in such form as the Board may approve of and shall be under the seal of the Company and shall be signed by the President or Vice-President and the Secretary. No transfer of stock shall be recorded in the books of the Company excepting upon the production of the Company's stock certificate representing the shares of stock which it is proposed to transfer.

By-Law No. 23.—That the Directors may by resolution of the Board be allowed _____ dollars each for attendance at each regular or special meeting of the Board.

By-Law No. 24.—That the Board shall from time to time fix the salary or wages to be paid officers of the Company including the Directors holding any office.

By-Law No. 25.—That once at least in every year the Directors shall lay before the Company in general meeting a statement of the income and expenditure for the past year. A Balance Sheet shall be made out once in every year, and laid before the Company in general meeting, and such Balance Sheet shall contain a summary of the property and liabilities of the Company arranged under the necessary headings.

By-Law No. 26.—That one or more auditors shall be appointed annually by the shareholders at the Annual General Meeting, whose duty it shall be to examine and audit all books, vouchers and accounts of the Company and all documents having reference to the business thereof. Their remuneration shall be fixed by the Corporation in General Meeting, except that the remuneration of any Auditor appointed before the First General Meeting or to fill any casual vacancy may be fixed by the Board of Directors.

Passed by the Board of Directors and adopted this
day of _____ 19____.

Secretary-Treasurer

President.

FORM 318.*Amalgamation Agreement Between Companies and Others
for the Purpose of Forming a New Company*

MEMORANDUM OF AGREEMENT made this
day of A.D. 19 .

BETWEEN :

The persons, firms and corporations by whom the memorandum is subscribed, hereinafter called the **Subscribers**,
of the First Part, and Trust Company, Limited,
hereinafter called the **Trustee**, of the Second Part.

WITNESSETH :

Whereas the parties of the first part hereto are desirous of combining the businesses which they respectively carry on and carry on the same as one incorporated body. Now **THIS AGREEMENT WITNESSETH** and it is hereby agreed by and between all the parties of the first part hereto each for himself and themselves, his and their heirs, executors, administrators, successors and assigns, each with the other and with each other of them in manner following, that is to say: the consideration to each of the said parties for entering into this agreement and which is hereby deemed expressed and agreed to be a good and valid consideration for the purposes of this agreement, being the like agreement herein contained on the part of each of the other parties hereto.

1. That a Joint Stock Corporation or Company known as the Company, Limited, or such other unappropriated suitable name as may be agreed upon hereinafter called the Company, shall be formed under the Statutes of the Dominion of Canada, known as the Companies

Act, and amending Acts, the objects of which shall be substantially the transportation, warehousing and storage of goods and the carrying of passengers being generally the businesses already carried on by the subscribers, which Company so to be formed shall have an authorized share capital of about Ten Million Dollars. The present issue of bonds and preference stock shall not exceed the appraised value of the properties by more than ten per cent. The proportion of the whole of the bonds, preferred shares and ordinary shares shall be as follows, namely, as six bonds, seven preferred shares, and ten ordinary shares, bear to each other respectively.

2. This agreement shall be deemed to be an option or right of purchase upon the terms hereinbefore and herein-after set forth of the assets of the subscribers respectively, to extend in duration of time up to and inclusive of the tenth day of 19 and no longer. Each of the subscribers, subject to termination of this option or right as is herein provided, agrees to sell, assure and transfer unto the Company all his or their steamships, vessels, boats, railways, telegraph lines, buildings, structures, plant, machinery, goods, chattels, merchandise, lands and premises, capital stock, bonds, and securities, goodwill, interest, rights, franchises, property and assets of every description whatsoever and wheresoever the same may be situated called hereinafter the subscriber's assets, for a consideration consisting of fifty per cent. of the appraised value in cash and the balance in seven per cent. preferred stock in the Company with a bonus of the same amount in the ordinary shares of the Company: provided that if the subscriber shall elect to take a portion in bonds instead of in preferred stock, which he may do up to fifty per cent. of the preferred stock or not more than one-half, then the portion of the bonds taken by the subscriber will carry a bonus of twenty-five per cent. in common stock and the portion

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of preference stock taken by the subscriber shall carry a bonus of one hundred per cent. in common stock.

3. The Trustee shall have the right to substitute bonds for preference stock either in whole or in part for the purchase of any subscriber's assets, by agreement with such subscriber.

4. The Trustee shall have the right in case it may be deemed by the Company desirable so to do to pay a portion or the whole of the purchase price of any subscriber's assets in cash instead of in the stock or bonds of the Company.

5. In order to provide the necessary funds to pay subscribers their proportion of cash the Trust Company acting for itself and the London Syndicate, agrees to purchase the remainder of the six per cent. twenty-year bonds at 97 and the preference stock at less five per cent. and expenses of public issue in both cases. The remainder of the ordinary shares shall be the property of the Trust Company out of which shall be paid any necessary costs of incorporation and formation of the new Company, legal expenses, expenses in connection with the printing of bonds and stock certificates, and other like and incidental expenses, shall be paid by the new Company.

6. No subscriber by himself or itself or through any agent, or through his or its members or through any of his or its interests or directly or indirectly in any manner whatsoever shall for the period of five years from the incorporation of the said Company engage in or establish any business which shall enter into competition with the business of the said Company.

7. The valuations of the subscribers' assets shall be arrived at by a Board of Arbitrators or referees consisting of five persons in number, two of whom shall be appointed by the Subscribers, two by the said Trustee and the fifth by the

four appointees first mentioned, the award of any three of such Board to be final.

8. The formation of the Company and the issuance of its Letters Patent under the laws of the Dominion of Canada as aforesaid, and the taking up or carrying into effect of this option, and the agreements therein shall be dependent upon there being obtained as subscribers to this agreement firms, companies or individuals representing not less than \$3,500,000 in estimated values of the assets of such subscribers.

9. The Letters Patent of the Company so to be formed as aforesaid shall be applied for, upon the execution of this agreement by the requisite number of subscribers in accordance with the value represented by their assets as hereinbefore stated and the provisional directors of such Company so to be formed shall be appointed by the said Trustee from among the shareholders or the subscribers or from among any suitable competent persons whom the Trustee may deem proper to nominate, and all provisions for the conduct of the affairs of the Company, and passing of necessary, convenient and proper by-laws and the organization in other respects thereof shall be forthwith proceeded with, and all provisions and requisites not herein specifically dealt with which relate to and which are necessary in connection with the formation and organization of the said Company so to be formed shall be left for disposition by the said Trustee the same being hereby vested with all necessary authority in such behalf.

IN WITNESS WHEREOF the parties hereto being the said subscribers and the said trustee have hereunto caused to be affixed their corporate seals and to be set the hands of their proper officers in such behalf respectively.

SIGNED, SEALED AND EXECUTED)
in the presence of)

FORM 319.*Stock Pooling Agreement.*

THIS INDENTURE made this _____ day of December, 1910.

BETWEEN:

A. B., of _____ in the Province of _____
Of the first part,

and

The Trust Company, Limited,
Of the second part.

WITNESSETH:

WHEREAS the party of the first part is the owner of _____ shares and the party of the second part is the owner of 2,250 shares of the capital stock of the M. G. Railway Company, and it has been agreed by and between the said parties that the said capital stock so owned by them should be made the subject of a trust or pooling agreement and for the purpose of carrying out the same this indenture is now entered into:

NOW IT IS HEREBY COVENANTED, PROMISED AND AGREED by the said A. B., and the Trust Company, Limited, parties hereto, being the subscribers to this agreement, each for himself, itself and themselves, their and each of their heirs, executors, administrators, successors and assigns respectively, and each with the other of them in manner following, that is to say:

1. The capital stock of the said M. G. Railway Company owned by them as aforesaid shall be forthwith and is hereby made the subject of a trust or pooling agreement whereby the said stock shall not be sold or otherwise disposed of until the time of the expiry of the period of duration of the said pool,

or unless and until both the said parties hereto agree to terminate the same prior to the period of duration in this agreement specified.

2. The said capital stock, whether it be owned absolutely or owned or held in trust shall be forthwith and is hereby transferred unto the trustee hereinafter designated and who is hereinafter described as the stock trustee.

3. The said capital stock shall be held by the said stock trustee upon the trust and to the intent and purpose that the same shall for the period hereinafter mentioned remain unsold and disposed of in any manner whatsoever.

4. The time of duration of the said trust shall subject to the right of the parties hereto to terminate the same by mutual consent, and subject to the proviso in this clause hereinafter contained, continue so long as The Trust Company, Limited, holds the bonds of the M. G. Bay Railway Company or any part of the same: provided, however, and it is hereby agreed that notwithstanding the said bonds do not continue to be held by The Trust Company, Limited for the period of five years, the duration of the trust shall be at least for the period of five years from the date hereof and to continue as aforesaid if The Trust Company, Limited, continues to hold the said bonds or any part of them. Upon the cessation of the period of duration of the trust the pool hereby created shall be deemed to have been dissolved and the parties hereto relieved of their obligations hereunder.

5. Either of the parties hereto who may wish to dispose of the whole or any part of his or its holdings of stock respectively to the other of such parties or to any third party may do so, subject to the provision of the next succeeding clause and upon notice to the Stock Trustee of such disposition and delivery to him of a good and sufficient document of assignment or transfer of the stock so disposed of, the said stock trustee shall

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hold the shares so disposed of, for the person or persons to whom the same shall have been so transferred, but subject to the terms of this agreement

6. In case of a sale or sales during the existence of this agreement, of their holdings of the said stock or any part of the same by either of the said parties hereto respectively to some third party or parties, such party so selling shall notify the other party hereto of the particulars of such sale or sales and the last named party shall have the option or right of participating in the sale or sales which if such option is exercised shall be deemed to have been made on behalf of both, and who shall participate therein in the proportions which their several holdings bear to the whole amount of their combined holdings at the time of such sale or sales, and the person or persons so purchasing the said stock as herein provided shall take the same subject to the terms of this pooling agreement.

7. The parties hereto shall continue to possess voting rights with respect to the said capital stock, which they have or had immediately prior to executing this agreement.

8. Upon the expiration of the period of duration of this trust, the stock trustee shall retransfer to the several parties from whom he shall have received a transfer of their stock respectively, or to their transferees, if any transfers shall have been made as aforesaid.

9. The person hereby designated as the stock trustee under this agreement is the person who may for the time being hold the office of general manager of The Trust Company, Limited, whose acceptance of the trust shall be evidenced by his execution of this agreement

10. IN WITNESS WHEREOF the parties hereto have hereunto caused to be affixed their seals and corporate seal respectively and have set or caused to be set their hands or the hands of their proper officers in such behalf respectively.

FORM 300*Stock Pooling Agreement.*
(Another Form).

THIS AGREEMENT made this _____ day of _____ 19____
BETWEEN :

A. B., of the City of Toronto in the County
of York, Barrister at Law, E. F. of the said
city, stock broker, and M. Y., of the town
of Newmarket, in the said County of York,
Farmer.

Of the first part,

and

T. G. and F. G., both of the said City of
Toronto, stock brokers (hereinafter called
the Trustees).

Of the other part

WITNESSETH :

WHEREAS the said parties hereto with the exception
of the said trustees are owners of certain shares respectively
of the capital stock of I. X. L. Company, and have agreed to
enter into a pooling agreement with respect to the same
the terms hereinafter set forth :

NOW THIS AGREEMENT WITNESSETH and it is hereby
agreed and between the said parties other than the said
trustees each with the others of them and each and all with the
said trustees in manner following, that is to say :

1. The said parties of the first part shall respectively trans-
fer or cause to be transferred to the said trustees all their re-
spective shares in the capital stock of the said I. X. L. Com-
pany as trustees and whether the same be now held by the
said parties of the first part of the said The _____ Trus-
tees, Company, Limited, or anyone else on their behalf respectively

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to be held by the said trustees for the period of five years from the day of 19 , and subject also to the following terms and provisions.

2. Those of the said parties of the first part who may be now directors of the said I. X. L. Company may retain the necessary shares to qualify them respectively as directors of the said company, but all such shares held for the purpose of such qualification shall be so held unsold and undisposed of until the expiration of the time hereinabove limited.

3. Any of the said parties of the first part, who may wish to dispose of the whole or any part of their shares respectively to any others of the said parties of the first part may do so and upon notice to the trustees of such disposition the trustees shall hold the shares so disposed of for the proper person or persons to whom the same shall have been so transferred, instead of for the person so disposing of the same, but subject to the terms of this agreement.

4. At all meetings of the shareholders of the said I. X. L. Company, the trustees shall vote upon the shares so agreed to be transferred to them by the said parties of the first part respectively, in accordance with the directions of the said parties respectively, but subject to the terms of paragraph number 6 hereof.

5. Upon the expiration of the period mentioned in paragraph number one hereof, the trustees shall re-transfer to the said parties of the first part respectively, or to the persons who shall then be entitled in such behalf to the respective shares transferred to or held by the said trustees under the terms of this agreement.

6. This agreement shall not be deemed to cancel or vary the agreement dated the day of 19 , to which the parties hereto and the said I. X. L. Railway Company are parties, and whereby in paragraph four thereof a

certain provision is made as therein, is more particularly set forth conferring voting power with relation to a majority of the shares of the said I. X. L. Company's stock upon I. K., Esquire, and otherwise as is set forth in said paragraph four, nor shall this agreement be deemed in any other respect to cancel or vary the said agreement, be deemed in any other respect to cancel or vary the said agreement of the of 19 , or any agreement or power of attorney relating to the same executed pursuant to or arising out of the same, all of which shall continue in force and effect.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

Signed, sealed, and executed |
In the presence of, |

FORM 321.

Agreement as to Mortgage Deed of Trust, Where the Form does not Lend itself to Registration in a District Where Part of Mortgaged Premises are Situate.

MEMORANDUM OF AGREEMENT made this day of , A.D. 19 .

BETWEEN:

Woodwork Company, Limited, a company incorporated under the Dominion of Canada Companies Act, having its head office at the city of in the province of (hereafter called the company)

Of the first part.

and

The B. Trust Company, a company incorporated under the laws of the province of ,

having its head office at the city of
(hereafter called the trustee).

Of the second part.
WHEREAS by indenture of mortgage deed in trust bearing date the first day of . 19 . made between the afore-said parties, the company conveyed among others certain lands situate in the District of in the province of more particularly described in the schedule thereto as follows: (*description*) to the said trustee to secure the payment of certain bonds issued by the company, also more particularly described in the said indenture;

AND WHEREAS the said lands particularly hereinbefore described are registered under the Land Titles Act at in the district of in the province of , which said Act does not permit the registration of a mortgage in the form of said indenture, and on that account a charge in proper form under the said Act bearing even date with the said indenture, has been duly executed.

NOW THIS AGREEMENT WITNESSETH that notwithstanding the form of the said hereinbefore mentioned charge under the Land Titles Act the same is and shall be deemed to be and shall be for the purpose of securing payment of the bonds and interest as set out in the said indenture of mortgage deed in trust and all the clauses of the said mortgage deed in trust shall apply to the said charge, and to all property, moneys, rights, and remedies referred to in the said mortgage deed in trust, and the said indenture shall be and all clauses thereof are hereby incorporated with and shall be deemed to form part of the said charge.

IN WITNESS WHEREOF the said parties hereto have hereunto caused to be affixed their corporate seals, and to be set the hands of their proper officers in that behalf.

Signed, sealed, and executed .
In the presence of

FORM 321a.

(Another Form).

MEMORANDUM OF AGREEMENT made this day of
19 , between A. B., manager, and C. D., manu-
facturer, both of the city of in the province of
 , hereinafter called the "Trustees" of the first
part, and The I. X. L. Mineral Company, hereinafter called
"the Company," of the second part.

WHEREAS by indenture of mortgage bearing date the
day of , 19 , the company conveyed certain
lands, situate in the district of in the province of
 , and more particularly described in the said in-
denture, to the trustees, to secure the payment of certain
debentures issued by the company, and more particularly de-
scribed in the said indenture.

AND WHEREAS most of the said lands are registered under
"The Lands Titles Act" and the said Act does not permit
the registration of a mortgage in the form of said indenture,
and on that account a charge in proper form under the said
Act, bearing even date herewith, was duly executed.

NOW THIS INDENTURE WITNESSETH that, notwithstand-
ing the form of said charge under "The Land Titles Act,"
the same is and shall be for the purpose of securing payment
of the debentures and interest as set out in the said indenture
of mortgage, and all the clauses of said indenture shall, as
far as possible apply to the said charge, and to any money,
which the trustees may realize or receive thereunder, and for
that purpose the said indenture and all the clauses thereof are
hereby incorporated with and shall form part of the said
charge.

IN WITNESS WHEREOF the parties hereto have duly ex-
ecuted these presents.

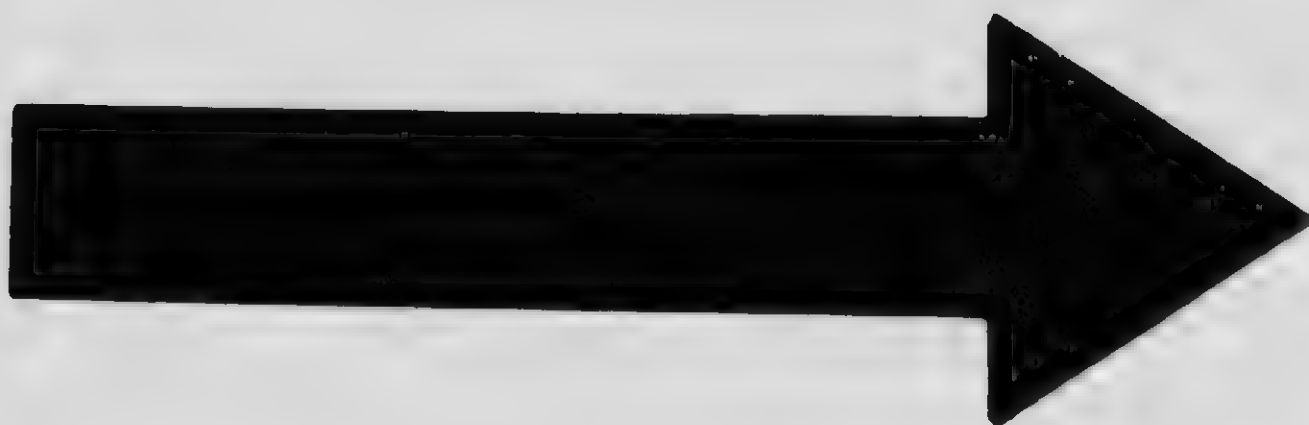
Signed, sealed, and delivered)

In the presence of.)

FORM 322.*Power of Attorney by Shareholder of a Company.*

KNOW ALL MEN BY THESE PRESENTS:

That I, _____ of _____ being a shareholder of _____ shares of the capital stock of _____ Company, Limited (Canada), have made, nominated, constituted and appointed, and do hereby make, nominate, constitute, and appoint _____ of the _____ Canada, one of the shareholders of _____ Company, Limited, and also such other person being a shareholder of the said company, as he the said _____ may nominate or appoint in writing, and with full power of substitution in him the said _____ as my proxy and true and lawful attorney for me and in my name, place and stead, and on my behalf, to vote and act, with respect to all and any shares of the capital stock of the said _____ Company, Limited, standing in my name now, or when this proxy may at any time be exercised by him, his appointee or nominee, at all and any annual general meetings of the members or shareholders of the said _____ Company, Limited, and also at all and any other general or special meetings of members or shareholders of the said company, which may be called from time to time, in pursuance of the said company's by-laws, or otherwise as the case may be, including any and all adjournments of such meetings, upon any and all questions, matters, by-laws, resolutions and business of whatsoever nature or kind which may be brought before the shareholders at such meetings, and to exercise such foregoing authority and all the powers which I myself could exercise if personally present and acting in the premises at such meetings, I hereby ratifying and confirming and agreeing to ratify and confirm all that my said attorney or his appointee or nominee shall do in the premises.



ANSI and ISO TEST CHART No. 2.



APPLIED IMAGE Inc

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 2. hsp 10 1 + 20 1 + 20
 1 + 4 R 10 1 + 20
 1 + 4 R 10 1 + 20

IN WITNESS WHEREOF I have hereunto set my hand and seal this day of A.D. 19 .

WITNESS:

The signature of

To me known to the person herein described was hereto affixed by him in my presence the day and date aforesaid.

Witness' signature

Address

Occupation

Signature

Full name

Address

Occupation

FORM 323.

Power of Attorney by Shareholder of Company to General Manager of said Company to Act as Proxy General, and for Specific Purposes.

I, A. B. of the city of , in the county of a shareholder in the C. D. Company, Limited, hereby nominate, constitute, and appoint M. of the said city of manager of the said company, my true and lawful attorney and proxy for me and in my name, place, and stead, to attend all meetings of the shareholders of The C. D. Company, Limited, ordinary, general, or special, to vote upon all questions brought before such meetings whether in the form of by-laws, resolutions or otherwise, to participate in the proceedings at the said meetings, and generally and in all respects to represent me thereat as fully and as effectually in all intents and purposes as if I myself were personally present to act or vote or participate therein, including in the aforesaid all meetings for the passing of by-laws or resolutions for the issue of the company's bonds to the amount of \$ such other amount as shall be proposed to secure such bonds

Date

Signed,

In

THIS
19 .
BETWEEN
The
The

BROOK

by a mortgage deed of trust of the company's undertaking, assets and real and personal property or any portion or portions thereof, and also, including any meetings with relation to the company's increase of its capital stock by the addition of further common stock or preference shares or both to any amount which may be deemed desirable, and also with relation to the creation and issue of preference shares, and to the sale, pledge, or other disposition of the said bonds, preference and common shares, including all corporate acts on the part of the said company requisite to carry out any plan for the increase of its capital, the issue of bonds and preference shares, the charging of its real and personal property, and the assets generally or any portions thereof to secure any such bonds or stock, and generally to act in or about the details in connection with any of the foregoing business as my said attorney shall think fit, as well as to act generally in connection with any business whatever which may be brought before the said company for disposition at any such meetings, I hereby ratifying and agreeing to ratify all that my said attorney shall do in the premises.

Dated this day of 19 .

Signed, sealed, and delivered)
In the presence of)

FORM 324.

Underwriting Agreement.

THIS AGREEMENT made this day of A.D.
19 .

BETWEEN:

The Trust Company, Limited, hereinafter called the
Trust Company,

B.D.C. — 24

Of the first part.

A. B., of _____, barrister, hereinafter called
the vendor A. B.,

Of the second part

hereinafter called the syndicate managers.

Of the third part

The other persons, firms and corporations who have
subscribed to these presents, hereinafter called the
underwriters,

Of the fourth part

and

The _____ Consumers Company, Limited, here-
inafter called the consumers company.

Of the fifth part

WITNESSETH:

WHEREAS the Trust Company are the owners of \$250,000
and vendor A. B. is the owner of \$31,500 in six per cent
first mortgage twenty-year bonds of the _____ Consumer-
Company, bearing date the _____ day of _____ 19____,
the bonds of the Trust Company being numbered as follows
namely, _____, and the bonds of the vend-

A. B. being numbered as follows: namely,
being the whole of the issue of bonds of the _____ Con-
sumers Company, save only bonds to the amount of \$15,000
held by the parties other than those hereinafter mentioned.

AND WHEREAS the parties hereto agree to enter into a
arrangement for the underwriting of the said bonds and the
pooling, as hereinafter specified, of the interests of the owners
of the said bonds including the interests of those who shall
become subscribers hereto.

NOW THIS AGREEMENT WITNESSETH:

1. The underwriters shall and hereby do undertake to
guarantee with the Trust Company and vendor A. B.
respectively the sale on or before the _____ day of _____
19____, of the amount of the said bonds set opposite
signatures of the underwriters hereunder, and also un-
take and guarantee the payment of the par value thereof

the vendors as the same shall be disposed of by the syndicate managers as hereinafter stated, but in any case and whether disposed of or not, such payment shall be made on or before the said day of 19 . Delivery of the said bonds shall be made by the vendors to the syndicate managers as and when the same are paid for.

2. (a) The underwriters shall be entitled to receive from the Trust Company with respect to the purchase of its bonds, amounts each of the six per cent. preferred stock and common stock of the said Consumers Company, equal to fifty per cent. of the par value of the bonds, the sale of which is undertaken and guaranteed by the said underwriters hereunder, and the underwriters shall be entitled to receive from the vendor A. B., with respect to the purchase of his bonds, like proportions in preferred and common stock as aforesaid in the case of the Trust Company. Delivery of the certificates for such stock shall be made to the underwriters in the proportionate amounts on delivery of the bonds.

3. The underwriters shall be liable to and shall account to the Trust Company and vendor A. B. respectively for the amount of the par value of the bonds sold by the vendors to them respectively, together with interest accrued thereon, according to the coupons attached thereto, to the date of payment by or on behalf of the underwriters to the vendors respectively of the price thereof. No remuneration or commission shall be payable by the vendors to the underwriters.

4. The underwriters to the extent and amount of their several interests acquired by them in the said bonds agree to sell and deliver their bonds to the syndicate managers at any time in any quantities with the amount of their holdings up to the day of 19 . such delivery and sale shall be made on the demand of the syndicate managers themselves or on demand of any one of their number or their secretary appointed by them to act herein on their behalf, such demand being only made for the purpose of the sale of the said bonds and at the best prices obtainable therefor in the judgment of the syndicate managers. If, on the date men-

to be made up to what sale may be made of the said bonds, namely, the _____ day of _____, 19____, as heretofore stated, and a portion thereof shall remain unsold, such unsold portion shall be paid for in cash by the underwriters to the vendors _____ the syndicate managers for such disposition as the underwriters and syndicate may agree upon.

5. The preferred and common stock to which the underwriters are entitled under this agreement shall be subject to disposition and sale by the syndicate managers in connection with their sale of the said bonds as bonus stock to pass with the bonds to purchasers of the latter, or otherwise, howsoever, as the syndicate managers may determine.

6. The vendors and the underwriters may aid in the sale of the said bonds, but if they do anything towards a sale of the said bonds the sale itself shall be controlled, effected, and carried out by the syndicate managers, and with their approval.

7. The Trust Company and vendor A. B. act herein each with respect to its and his own holdings and neither of them is responsible for the agreements of the other herein, or shall incur any liability in respect thereof. Sales of and payments for the bonds and deliveries of the same and of the certificates for the preferred and common stock shall be apportioned between the Trust Company and vendor A. B. proportionately with their said holdings of \$250,000 and \$34,500 respectively.

8. In case of the death, resignation, or physical incapacity of any one or more of the syndicate managers, a successor or successors to maintain the number hereinbefore appointed may be appointed by those who remain and in case any one or more of the syndicate managers may be absent from any of their meetings proxies may be appointed by the absentees to represent them thereat, but such appointed must be with the approval of the syndicate managers.

9. The syndicate managers shall not receive any remuneration for their services under this agreement, but if they

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shall require assistance in carrying out their duties. Under, they may employ such clerical and other persons as may be necessary, and the expenditures incurred by them in the execution of the purchase of the bonds shall be paid for out of the proceeds of the sale of the bonds.

10. The agreements herein contained shall be deemed to have been made by the parties hereto in behalf of themselves, their executors, administrators, successors, and assigns.

11. It is the intent and understanding that the general purpose of this agreement shall be the sale of the said bonds acquired from the Consumers Company by the Trust Company and vendor A. B. respectively to the underwriters, and their sale and disposition through the syndicate managers to any persons, firms, or corporations who may subsequently purchase the same, included in the transaction being provision for the advantageous sale thereof through the services to that end of certain persons designated as syndicate managers, acceptable to the interests represented in this agreement.

12. The purchasers of the said bonds from the syndicate managers shall enter into an agreement in the form herewith annexed called Schedule "A."

13. The Consumers Company hereby by their execution of this agreement signify their assent thereto and to facilitate transfers and other acts relative to the disposition of the said bonds and stock, if any, acts in relation thereto should be required of them.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals respectively.

Signature of
Witnesses

Signature of
Underwriters

Amount and description of
bonds

FORM 325.

Schedule "A" Referred to in the Annexed Agreement.

THIS AGREEMENT made this day of A.D.
19 .

BETWEEN:

hereinafter called the **Syndicate Managers,**

Of the first part,

and

The Undersigned Persons, Firms and Corporations,

hereinafter called the **purchasers.**

Of the second part

WHEREAS the syndicate managers have acquired the right to sell and dispose of certain six per cent. first mortgage, twenty-year bonds of the Consumers Company, Limited, of the par value of \$500 respectively.

THIS AGREEMENT WITNESSETH that the syndicate managers sell and the subscribers buy, respectively, the amount of the said bonds of the said Consumers Company, Limited which are set opposite their signatures respectively hereunder and agree to pay therefor the prices set opposite such signatures respectively.

THE PAYMENT shall be made for the said bonds as follows, namely, 10% of the said price on the execution hereof by the purchasers.

10 % on the	day of	19 , and
10 % on the	day of	19 , and
10 % on the	day of	19 , and
10 % on the	day of	19 , and
10 % on the	day of	19 , and
10 % on the	day of	19 , and
10 % on the	day of	19 , and
10 % on the	day of	19 , and

The purchasers may pay in advance of the said dates hereinbefore set forth.

SHOULD any payment or payments of the foregoing instalments not be made promptly on the date hereinbefore provided, the purchasers' rights hereunder shall be cancelled at the option of the syndicate managers and any amount or amounts therefore paid shall be forfeited.

As the bonds are paid for they will be delivered to the purchasers.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands this day of , A.D. 19 .

Signed, sealed and executed)

In the presence of)

Witness,

Purchasers' Signature,

Par value of bonds,

Price payable for bonds purchased.

FORM 326.

License to an Extra-provincial Company to Carry on Business within the Province of Ontario.

(Seal) "J. M. Gibson."

Province of Ontario.

GEORGE THE FIFTH, by the Grace of God, of the united Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas King, Defender of the Faith Emperor of India.

To all to whom these Presents shall Come.

GREETING.

WHEREAS by the Act respecting the licensing of extra-provincial corporations it is amongst other things pro-

ACT, 1914 WITH THE EXCEPTIONS MENTIONED ABOVE, and that such corporation shall carry on within our Province of Ontario its business unless and until a license under the said Act so to do has been granted to it, after which such license is in force, and that no corporation, firm, company, or other person shall as the representative or agent of a foreign body or other capacity for any such Act provide corporation carry on any of its business in our said Province unless and until such license is in force.

AND WHEREAS as by the said Act of 1914 provided that any Acta provincial corporation not coming within the exceptions mentioned may apply to the Lieutenant-Governor of our said Province of Ontario in Council for a license to carry on its business or part thereof and to exercise its powers or part thereof in our said province and that upon the granting of such license such corporation may thereon where such license is in force carry on in Ontario the whole or such parts of its business and exercising in Ontario the whole or such parts of its powers as may be authorized by the license subject however to the provisions of the said Act and to such limitation and conditions as may be specified in the license.

AND WHEREAS it has been made to appear that A. B. Company, Limited, a corporation incorporated under the laws of the Parliament of the Dominion of Canada, desires to carry on certain of its business and to exercise certain of its powers within our Province of Ontario and for the purpose has applied through our Provincial Secretary, our Lieutenant-Governor in Council for a license to do so and has complied with the conditions precedent to the grant of the desired license.

AND WHEREAS it has appeared to our Lieutenant-Governor in Council expedient by the issue of a license to grant to A. B. Company, Limited, authority to carry on such of its business and to exercise such of its powers within our said Province as hereinafter set forth.

NOW THEREFORE KNOW YE that by and with the advice and consent of the Executive Council of our Province of Ontario, we, the Governor in and under the Great Seal of our Province of Ontario, have caused these Our Letters Patent to be made Patent and the Great Seal of our Province of Ontario to be hereunto affixed, as Avowed in the Statute, whereby by this Our Patent, we do hereby license, authorize, permit, and empower A. B. Company, Limited, to exercise and perform in our Province of Ontario the rights, powers, and privileges necessary to enable the corporation to carry on the business of the latter specified, that is to say:

To carry out and transact all matters and things connected with the powers granted by its Letters Patent of Incorporation, dated the fourteenth day of August, 1901, and issued under the provisions of chapter 29 of the Revised Statutes of Canada, 1900, in Act respecting Companies, Part I, provided, however, that the company in so doing shall not do in Ontario any larger amount of capital than the sum of three hundred dollars; and further provided, that if the company exercises in Ontario any greater or other power or uses in Ontario any larger amount of capital than is herein authorized unless it have obtained a supplemental license for the purpose, the license shall thereby become liable to be suspended or revoked in whole or in part:

AND WE DIRECT that A. B. Company, Limited, shall be subject to the provisions of the said Act and to such further and other provisions as the Legislature of our Province of Ontario may deem to be expedient in order to secure the due management of its affairs and the protection of its creditors within our said province.

AND WE DIRECT AND DECLARE that this license shall be forfeited by non-user during two consecutive years at any one time.

IN TESTIMONY WHEREOF we have caused these *Our Letters* to be made *Potent* and the *Great Seal of our Province of Ontario* to be hereunto affixed.

WITNESS His Honour John Morrison Githen, a Colonel in our militia of Canada, &c., &c., &c., Lieutenant-Governor of our Province of Ontario.

At Our Government House, in our City of Toronto, in our said Province, this sixth day of October in the year of our Lord one thousand nine hundred and and the second year of Our Reign.

By Command,

W. J. HANNA,

Provincial Secretary.

FORM 327.

Agreement by Purchaser of Shares to Appoint Vendor his Proxy as Part Consideration.

MEMORANDUM OF AGREEMENT made this day of A.D. 19 .

Between A. B., of the City of Toronto in the County of York, Esquire, of the first part, and C. D., of the said City of Toronto, of the second part, Banker.

WHEREAS the party of the first part has sold to the party of the second part shares of the capital stock of the Company, Limited;

AND WHEREAS part of the consideration of said sale is that the party of the second part shall enter into the covenants herein set out with the party of the first part.

NOW THIS AGREEMENT WITNESSETH that the parties hereto covenant and agree with each other, their respective heirs, executors, administrators and assigns, as follows:

1. The party of the second part covenants with the party of the first part that he will, upon the transfer of the said shares, constitute the party of the first part as attorney and give him a proxy to vote for him on said shares.

is he in his discretion may think advisable, at all meetings, both general and special, of the said Company, to be held.

2. It is further agreed that if at any time the party of the second part desires to sell the said shares the party of the second part covenants that the party of the first part shall have the first opportunity to purchase the said shares at the highest bona fide price that may be then obtained in the market for the same.

IN WITNESS WHEREOF the parties hereunto have hereunto set their hands and seals.

Signed, sealed and delivered

In the presence of

FORM 328.

By-Law of the Company Authorizing the Formation of New Company for the Purpose of Extending the Company's Business.

By-Law No. _____

BE IT ENACTED by the directors of the A. B. Company, Limited, as follows, namely:

That the directors be and they are hereby authorized to enter into negotiations and an agreement for the extension of the company's business by the formation of a new company with an increased capital, the construction of additional steamships, the issue of preference stock and bonds, the pledging, sale or other disposition of the same, and securing the bonds by a mortgage deed in trust upon the company's assets, and otherwise as is set forth in the certain agreement dated _____ 19____, submitted to the directors, and that the said agreement be executed on

the part of the company, and that all requisite steps be taken on behalf of the company to carry out the terms thereof, with power in the directors to make such variations, if any, to the terms of the said agreement as may be found necessary to carry out the general plan outlined therein, and that all requisite acts and things may be done, deeds and documents executed and delivered, to effectually carry out the terms of such agreement.

Dated this _____ day of _____ 19____.

FORM 329.

Resolution of Shareholders Approving the said By-Law.

RESOLVED that the Directors' By-Law No. _____ aforesaid with relation to the extension of the company's business by the formation of a new company with an increased capital, the construction of additional plant, the issue of preferred stock and bonds and the disposition of the same, and otherwise as is in the said by-law set forth, be and the same is hereby approved, sanctioned and confirmed.

FORM 330.

By-law Authorizing Directors to Raise Money by Bonds, Debenture, or Otherwise on the Security of the Company's Real Estate and other Assets.

By-law No. _____.

BE IT ENACTED by the directors of A. B. Company, Limited, as follows:

The directors of A. B. Company, Limited, are hereby authorized to borrow money on the credit of the company,

To issue the company's bonds, debentures or other securities,

To pledge or sell the company's bonds, debentures, or other securities for such sum and at such prices as may be deemed expedient.

To charge, hypothecate, mortgage or pledge any or all of the real or personal property, rights and powers, undertakings, franchises and assets, of the company, to secure any bonds, debentures, or other securities or any liability of the corporation.

AND IT IS FURTHER ENACTED as follows:

That the directors be authorized to issue bonds of the company to an aggregate amount not exceeding \$
and to secure the same by a mortgage deed in trust upon any or all of the real or personal property, rights and powers, undertakings, franchises and assets of the company, such bonds to consist of _____ in number of the par value of \$ _____ each, payable in _____ years with interest payable thereon at _____ per cent. per annum, half-yearly: upon coupons attached to the said bonds for the payment of said half-yearly interest: with provisions for a sinking fund, and redemption, and that the directors be authorized to settle upon, fix and determine all other particulars of the said bonds, their powers, terms and conditions and that the directors be authorized to take all further proper steps required for the execution and completion of the said issue of bonds, and the mortgage to secure them, and the sale, pledging or other disposition of the said bonds.

FORM 331.*By-law to Increase the Capital Stock of the A. B. C. Company, Limited.*

WHEREAS the Capital Stock of the A. B. C. Company, Limited, is dollars divided into shares of dollars each, of which has been taken up and per cent. therein paid in.

AND WHEREAS for the due carrying out of the objects of the Company it is deemed expedient that the said Capital Stock should be increased to the sum of dollars.

NOW THEREFORE the A. B. C. Company, Limited, enacts as follows:—

1. That the Capital Stock of the Company be increased from the sum of dollars to the sum of dollars, by the issue of shares of new stock to the par value of dollars each,

2. THAT the new shares be issued and allotted in such manner and proportion as the Directors of the Company may deem proper for the benefit of the Company.

3. THAT this by-law be submitted with all due despatch for the sanction of the shareholders of the Company at a special general meeting thereof to be called for considering the same.

Seal of Company.

President.

Secretary.

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FORM 332.

*By-law as to Remuneration of Officers who may be Directors
of the Company.*

The Company, Limited,

By-law No. .

BY-LAW of the Shareholders of the
Company, Limited, with relation to remuneration of Offi-
cers who may also be Directors.

IT IS HEREBY ENACTED by the Shareholders of the
Company, Limited, as follows, namely: -

The Directors are hereby authorized and empowered to
grant, fix the amounts thereof and regulate from time to
time as they deem fit, the salaries and remuneration of the
Officers, Servants, Employes and Agents of the Company,
including the salaries and remuneration of such Officers of
the Company who may also be directors: PROVIDED that
with respect to the salaries and remuneration of Officers
who may also be Directors, such salaries and remuneration
to be dealt with by the Directors under this By-law are
hereby declared to be the salaries and remuneration receiv-
able by such last mentioned Officers not in their capacities
as Directors of the Company, or presiding Officers of the
Board, but for their services in any other special capacities
of employment in the Company.

Dated this day of A D. 19 .

The foregoing By-law No. of the Shareholders of
the Company, Limited, was unanimously passed
by the said Shareholders at their General Meeting duly
called for considering the same held at the Head Office of
the Company the day of 19 .

Corporate Seal.

President.

Secretary.

FORM 333.

*Resolution of Directors of a Company Calling a Special
General Meeting of the Shareholders of a Company
to Authorize a Mortgage of the Company's
Freeholds.*

It is ORDERED that a special general meeting of the
shareholders of the Company be held on da.,
the day of 19 , at the hour of
 o'clock in the noon, at ,
for the consideration of a by-law of the Directors, and if
the shareholders approve of the same, for the confirmation
of the by-law of the Directors authorizing the Company to
borrow dollars from the
and to mortgage or pledge the freehold property mentioned
in the application of the said Corporation, together with
the plant, machinery and fixtures now owned or hereafter
acquired by the Company to secure such loan, and for the
transaction of such other business as may be transacted at
a general meeting.

President,

Directors,

Secretary,

FORM 334.

Confirmation by Shareholders.

Resolution of the Shareholders of the
passed at a general meeting of the shareholders of the said
Company called for that purpose held at the office of
in the of the day of
19 .

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That the By-law of the Directors of the
 authorizing a loan of _____ dollars to be obtained
 from the _____ upon the terms of the application
 of the _____ as accepted by the said Corporation
 to be secured by a Mortgage on the freehold property men-
 tioned in the application, including the plant and machin-
 ery and fixtures now or hereafter acquired, of the said Com-
 pany, be approved of, sanctioned and confirmed, and that
 the executive of the said Mortgage be authorized.

And we hereby waive all rights with regard to notice
 of calling Shareholders Meeting.

Dated at _____, this _____ day of _____ 19 ____.

President.

Secretary.

FORM 335.

*Declaration by an Officer of the Company, as to the Resolution
 and Confirmation.*

Province of Ontario.) IN THE MATTER of the Loan from
 To Wit: the _____ to the _____
) bearing date the _____ day of _____
 I, _____ of the City of Toronto, in the County
 of York, do solemnly declare:

1. That I am the _____ of the _____
 and as such am thoroughly cognizant of the facts herein
 deposed to.

2. That _____ is empowered under its Charter
 to buy, mortgage, sell, and otherwise deal in land.

3. That a meeting of the Directors of the said Com-
 pany was held the _____ of _____ in the
 of _____ on _____ day the _____ day of _____
 19 _____, at the hour of _____ o'clock

in the noon, and that there were present at such meeting of Directors, the following:—

4. It was moved by , seconded by , that the said Company borrow from the Corporation, dollars as per the terms of the application of the said Company to the said Corporation, and that the following Directors voted in favour of such by-law:

5. It was moved by , seconded by , that a meeting of the shareholders of the said be held at o'clock in the noon in the of on day the day of 19 , and that there were present at such meeting of shareholders, persons representing at least per cent. of the shares of the said Company, either by person or by proxy, and that the following voted in favour of the by-law of the Directors authorizing the loan from the and that the following voted against it, representing shares of the Company:

6. That all the following Directors of the Company signed a waiver of notice of a general meeting of the Company in order to authorize the carrying out of the loan from the to the and that the shareholders represented per cent. of the stock of the Company.

And I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

DECLARED before me at the of in the of , this day of A.D. 19 .

A Commissioner, &c.

CONDITIONAL SALE OF CHATTELS.

FORM 336.

Agreement for the Purchase of a Sewing Machine on the Lease System.

I, the undersigned, _____, of _____, re-iding at number _____ on _____ street, in said town, hereby hire of _____ & Co., of _____, a sewing machine (*description*) upon the terms and conditions following:—

On the sum of _____ dollars being paid to _____ & Co., in _____ instalments of _____ dollars each, the first instalment to be paid on the _____ day of _____ next, and each subsequent instalment at the expiration of each succeeding _____ months, the said sewing machine shall without further payment belong to me, the undersigned.

In case of default in the punctual payment of any instalment, or in case the said sewing machine shall be removed from my said residence without the consent in writing of said _____ & Co., or in case I shall become bankrupt, or shall compromise with my creditors, or shall assign, mortgage, or part with the possession of the said sewing machine or in case said sewing machine shall be seized or attached as my property, the instalments previously paid shall be forfeited to said _____ & Co., who shall thereupon be entitled to resume possession of the said sewing machine, the understanding being that, until full payment of the said sum of _____ dollars, the said sewing machine shall remain the sole and absolute property of _____ & Co., and is only lent on hire to the undersigned, who will take all reasonable care of it during the hiring, and in case of damage by fire, or otherwise will bear the loss or risk.

Dated this _____ day of _____ 19 _____

FORM 337.*Agreement for Rent of Article with Privilege of Purchase.*

This is to certify that I have this day hired from
and said has leased to me, for the term of six
months, with the privilege of further retaining as long as
the rent is promptly paid (a cabinet organ, style
No.), valued at dollars; for the use of
which I agree to pay to the said dollars per
month, payable monthly in advance, and at that rate for
any fraction of a month, at the office of said .

And in consideration of the renting to me of said in-
strument, I hereby agree that it shall be kept at, and not be
removed from, my premises, viz: without the
consent of the said first had in writing; I agree
to preserve it carefully, and that when returned to, or
otherwise repossessed by said , it shall be in a
good order as when received by me, ordinary wear from
careful use excepted.

In case of any damage to said instrument by fire, water,
or any cause other than careful use, I agree to pay to said
the amount of said damages; and in case of
the destruction thereof from any cause, to pay the above
valuation less any amount of rent which may have been
paid.

Provided, however, and these presents are upon the con-
dition that, if I shall fail to perform any of my agreements,
as herein provided, said shall have the right,
without further notice or demand, to take possession of said
organ and remove the same, and for that purpose to enter
any place of mine where said has reasonable
cause to believe said organ to be, without being deemed to
have done anything wrongful, and, upon such taking, said
term and my right to hold or use said organ shall cease,
but without prejudice to the right of said for

arrears of rent, if any, or on account of preceding breach of agreement.

Address.

(Signed).

I , hereby agree that if said continue to hold the said organ and pay rent therefor, on or before the day it is due, as herein provided, until payments have been made, amounting to the valuation aforesaid said organ shall become the property of said but, until the completion, as aforesaid, of said payments, said organ shall remain as the property of said

For the time any payment is made before it is due, a deduction will be made at the rate of per cent. per annum for such time.

(Signed).

FORM 338.

*Agreement to Purchase Goods on the Instalment System,
Title not to Pass Until Full Payment Made.*

I have purchased from the A. B. Company of Toronto (Limited), goods as per invoice on other side and attached hereto, on the terms for which I agree to pay \$ as follows:—\$ cash down and balance in payments of \$ each from the date hereof.

It is expressly agreed that the property in and the title to the said goods and to all other goods which are included in and subject to contracts which have been heretofore made, or may hereafter be made by me, with the said Company, and which are current, shall not pass from the Company until the said purchase price is fully paid, and all the terms and conditions of this and said other contracts have been fully complied with. The company may pay any rent and taxes due on premises where said goods may be and

such sums shall be forthwith payable by me to it. On default in any of the above payments, or if goods shall be seized for rent or taxes, or if the rent of premises where goods are shall be overdue, or if I shall abandon, dispose or attempt to dispose of the same or remove them from Number street, without permission, or if any of the terms and conditions of this contract shall be complied with, the whole sum agreed to be paid shall immediately become due and payable, and my right to possession of said goods shall cease, and all payments shall be forfeited to the Company as reasonable compensation for injury to and use of said goods and expense and trouble in regard to the same, and the Company or its agents may, without legal process, enter upon any premises and take possession and remove said goods at any time during the day or night, without being liable for any manner of trespass. And at the said Company's option upon such seizure the said Company may either retain the goods, and the payments made thereon shall be forfeited as above set forth; or the said Company may sell the said goods by private sale or otherwise, without any notice to me, and may forthwith recover from me the balance of amount I herein agree to pay, together with expense of seizure and sale, after giving credit for proceeds of sale; or the said Company may have said goods valued, and retain same, and may forthwith recover from me balance of said amount agreed to be paid together with expense of seizure and valuation, after giving credit with amount of said valuation. Should the Company take possession of said goods I shall have right to redeem same at any time within twenty days thereafter, only upon paying full balance of price together with any amount paid by the Company hereunder, and all charges and expense incurred by reason of taking possession aforesaid. Any promissory notes or other securities given by me at any time shall be collateral only hereto, and proceeding may be taken thereon without in any way affecting or pre-

judging this agreement, and at action at law taken by the Company against me on my promise to pay herein contained, whether taken to final judgment or not and any action taken against a surety for me shall in no way affect or prejudice the right of the Company to the property in and possession of said goods. I agree to insure the goods, loss payable to said Company, in such Insurance Company as may be approved by said Company, and if I fail to insure or pay the premiums the Company may do so and the amount paid by it shall forthwith be payable by me to it and form part of the purchase price and be a charge on said goods, and if not paid, the whole amount payable hereunder shall at once become due.

And it is hereby agreed, that having purchased other goods under contracts from the Company, the Company agrees that so long as I shall pay \$ to it that I shall not be required to pay more, but in default in any of said payments provided for by said contracts shall immediately become due and payable. All payments made by me on this or any other contract may be applied and appropriated by the Company at any time upon any contract between us in such manner as the Company pleases, any direction of mine to the contrary notwithstanding. Nothing herein shall affect the provisions of any of said contracts, save as to the payment aforesaid.

Toronto, the day of 19

Signed in presence of)

Sign here.

FORM 331*Hire Receipt with Right of Purchase.*

Received from _____ (rentor) (description of
 chattel) _____ on hire for _____ months, at
 dollars per month payable in advance, the said above-des-
 cribed chattel _____ being valued at _____
 dollars, which sum _____ agree to pay in the event
 of the said instrument being injured, destroyed by fire, or
 otherwise, or not being returned to the said _____ on
 demand, free from expense, in good order, reasonable wear
 excepted. And I agree that the said instrument shall not
 be removed from the premises now occupied by me at _____
 without notice to and the consent of _____.

It is agreed that I may purchase the said above de-
 scribed chattel _____ for the sum of _____ dollars
 payable as follows: _____, and interest on the un-
 principal at _____ per centum per annum from date
 agreement, but until the whole of the said purchase money
 be paid the said instrument _____ shall remain the
 property of _____ on hire by me. And in default of
 the punctual payment of any instalment of the said pur-
 chase money, or of the said monthly rental in advance
 may resume possession of the said instrument without any
 previous demand, although a part of the purchase money
 may have been paid, or a note or acceptance given by me
 on account thereof. This agreement for sale being condi-
 tional, and punctual payment being essential to it; but in
 the event of the said instrument _____ being so re-
 turned to them in good order, any sum received on account
 of the purchase money, beyond the amount due for rent,
 and any expenses incurred in reference to the said instru-
 ment will be repaid. On payment in full of purchase money
 and interest no rent or hire will be charged.

Dated at _____ this _____, day of _____ 19 _____.

FORM 340.

*Release of Right of Distress by Landlord upon Chattels
Purchased by way of Hire Receipt.*

I, _____, the landlord of the house and premises
rented by _____, hereby release all claim and right
of distress for rent now due, or which hereafter may be-
come due for the same, upon that certain instrument men-
tioned in an agreement bearing date the _____ day of
19____, hired by the said _____ from

Dated the _____ day of _____ A.D. 19____.

Witness,

FORM 341.

*Rent Agreement without Condition of Purchase; Lessors
Assume Risk of Loss by Fire.*

Received from _____ on hire for _____ months
at _____ dollars per _____ payable _____
in advance. The value of the said _____ is
_____ dollars, for which sum I will be responsible, in case of any
accident other than fire, that may damage or destroy the
said _____; and I further bind myself to return the
same, free of expenses, in like good order as when received,
reasonable wear excepted. And should the above period be
extended this agreement shall continue to be binding.

Dated at _____ this _____ day of _____ 19____.

Witness,

FORM 342.

The Same. Lessees Assume Risk of Loss by Fire.

Received from _____ on hire for
months at _____ dollars per _____, payable
in advance. The value of the said
is _____ dollars, for which sum I will be responsible
in case of fire or any other accident that may damage or
destroy the said _____; and I further bind myself to
return the same, free of expense, in like good order as when
received, reasonable wear excepted. And should the above
period be extended this agreement shall continue to be
binding.

Dated at _____ this _____ day of _____ 19 _____

Witness, _____

FORM 343.

*Promissory Note for Property the Title Wherein is Retained
by the Payee.*

\$ _____, 19 _____.

On the first day of _____ 19 _____, for value re-
ceived, I promise to pay to _____ or order, at his
office in _____, Ontario, the sum of _____ dollars.

The title and right to the possession of the property
for which this note is given shall remain in
until paid.

Witness, _____

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R. S. O.

FORM 344.

(Another Form).

\$ _____
 Ont., 19 ____ .
 On or before the first day of _____ 19 ____ , I
 promise to pay to _____ or order, at his office, in
 _____, the sum of _____ dollars, for value
 received, with interest at the rate of _____ per cent. per
 annum until paid.

The express condition of the sale and purchase of the
 machine for which this note is given, is such that the title
 or ownership thereof does not pass from the said
 until this note, or notes, given in renewal thereof is paid
 with interest: and should I sell or dispose of my property,
 he may declare this note due and payable, even before
 maturity of the same, and suit may be entered, tried and
 finally disposed of in the Court where the office of
 is located, and he may retake possession of the machine,
 without process of law, and sell the said machine at public
 or private sale, the proceeds thereof to be applied upon the
 amount unpaid of the purchase price.

Witness,

FORM 345.

*Receipt to be Given by Conditional Vendee of Hire Receipt,
 under Section 5 of the Act, R. S. O. 1897, c. 149.*

I acknowledge to have received on the above date a true
 and correct copy of the receipt note, the hire receipt, order
 or sale note, *(as the case may be)* by which a lien on that
 certain property *(describe property)* conditionally sold to
 me, on the _____ day of _____ 19 ____ , has
 been retained by *(here insert name of vendors)*.

(Signature of Vendee).

FORM 346.

*Application under Section 6, by Intending Purchaser of
Manufactured Articles, R. S. O. 1897, c. 149.*

To _____, of _____ :

Sir: I (name in full) am a proposed purchaser of (or) (interested in) the following manufactured chattel, namely: (description), now in possession of (name and description of person in whose possession the chattel is).

I request full information respecting the amount due, or the balance due or unpaid to you, if anything, on said manufactured chattel, and terms of payment of such or balance.

My name is (name in full) and my post office address to which a reply may be sent is _____

Dated at _____ this _____ day of _____ 19 _____

R. S. O. 1897, c. 149, s. 6.]

FORM 347.

Answer to Foregoing Application.

To _____, of _____ :

Sir, - The amount due, (or) the balance due (or) the amount unpaid, (or) the balance unpaid on that certain manufactured chattel referred to by you in your application for information dated the _____ day of

19 _____, and received by the undersigned on the _____ day of _____ 19 _____, is the sum of \$ _____.

The terms of payment of such amount (or) balance are as follows:—

This statement is mailed to you at the above address and registered.

Dated at _____ this _____ day of _____ 19 _____

(Manufacturer).

R. S. O. 1897, c. 149, s. 6.]

FORM 348.

Form of Notice of Sale under Section 9, R. S. O. 1897, c. 149.

To _____, of _____
 Sir,—Notice is hereby given you, that at the expiration
 of five days from the day of service of this notice upon you,
 to wit: upon _____ day of _____ 19____, I shall pro-
 ceed to sell the following goods or chattels, namely: (*des-*
cription) at _____ in the _____ of _____

The said goods and chat-
 tels were taken possession of by me on account of the breach
 of condition in the conditional sale or promise of sale
 thereof, by me to you. If you desire to redeem the said
 goods or chattels you are at liberty to do so, at any time
 within twenty days after the _____ day of _____
 (*the day of taking possession*), on payment of the sum of
 \$ _____, being the amount in arrear on such condi-
 tional sale, together with interest and actual costs and ex-
 penses of taking possession, which have been incurred.

Dated this _____ day of _____ 19____.

R. S. O. 1897 c. 149, s. 9.]

FORM 349.

Certificate of Discharge of Lien Agreement.

To the Registrar of the County of _____
 County of _____ I, _____ of the _____ in the
 To Wit: _____ County of _____ (*addition*) do
 hereby certify that _____, of the _____ of _____
 in the County of _____ (*addition*) has
 satisfied all money due or to grow due, on (*or has satisfied*
the sum of \$ _____ *mentioned in*) a certain instru-
 ment made of _____ of _____ to _____

which instrument bears date the day of
 A.D. 19 , and was registered in the Registry Office for
 the County of on the day of
 A.D. 19 , at minutes past o'clock,
 noon, liber, folio as No. (*here mention*
the day and date of each assignment thereof, and the names
of the parties, or mention that such instrument has not
been assigned, as the fact may be), and that I am the per-
son entitled by law to receive the money, and that such
instrument (or such sum of money as aforesaid, or such
part of the lands as is hereinbefore particularly describ-
ed, that is to say) is therefore discharged.

Witness my hand this day of A.D.
 19 .

One witness.

NOTE.—Affidavit of execution same as in discharge of mortgage.
 10 Edward VII. (Ont.), c. 60, Form R. Schedule.]

FORM 350.

Disclaimer by Trustee of the Trusts of a Settlement.

To all to whom these presents shall come, I
 of send greeting. Whereas by an indenture dated
 the day of , made between, etc., in con-
 sideration of a marriage then intended and since solemnized
 between and , I, the said
 was named as one of the trustees to whom certain lands, tenements
 and hereditaments were expressed to be conveyed upon
 the trusts therein declared; and whereas I, the said
 have not executed the said recited indenture, nor in any way
 acted in the execution of the trusts, but have refused to act
 as a trustee: Now these presents witness that I, the said
 do disclaim and renounce all the said lands, tenements, hereditaments,
 and premises by the said indenture, granted

otherwise assumed, and all the estate, right, title, interest, inheritance, uses, trusts, powers, and authorities, whatsoever by the said indenture expressed to be conveyed and declared, or which I, the said _____, could or might jointly with the other trustee of the settlement, or otherwise, have, hold, take, exercise or perform, under or by virtue of the said indenture.

In witness, etc.

CONDITIONS OF SALE OF LAND BY PUBLIC AUCTION.

FORM 351.

Ordinary Form.

1. The highest bidder shall be declared the purchaser; and if any dispute shall arise as to the last or best bidder, the property shall be immediately put up again at the former bidding.

2. No person shall advance at any one bidding less than _____ dollars, or retract his or her bidding, and the Vendors, by themselves or their Agent, shall be at liberty to bid once for the property.

3. The Purchaser shall pay, immediately after the sale, to the Vendor's Solicitor, a deposit of _____ per cent. in part of the purchase money and sign an agreement for the payment of the remainder on or before the _____ day of _____ 19____.

The premises will be sold subject to all defects or imperfections of title _____ subsisting before the commencement of the _____ title of the present vendor, and not occasioned by any act done by them or any person claiming under or in trust for them (and subject also to the several mortgages outstanding appearing on the certificate of the registrar of the county of _____ which will be produced at the time of the sale).

4. The Purchaser shall accept a conveyance from the Vendors, to be prepared at his own expense, on payment of the remainder of the purchase money; and possession will be given on completion of the purchase; from which time the purchaser shall be entitled to the rents and profits. But if, from any cause, the remainder of the purchase money shall not be paid on the day of 19 , the purchaser shall pay interest for the same at the rate of per cent. from that day to the day of payment, but, nevertheless, this stipulation to be without prejudice to the Vendor's right to insist on the performance of this last condition.

5. If any mistake be made in the description of the property, or there be any other error in the particulars of sale, the same shall not annul the sale, but a compensation equivalent shall be given, or taken, as the case may require, according to the average of the whole purchase money (on such error or misstatement being proved); such compensation equivalent to be settled by two referees or their umpire—or referee to be chosen by each party—within ten days after notice given of the error, and the umpire to be chosen by the referees immediately after their appointment.

6. The Purchaser shall not be entitled to the production of any title deeds other than such as are in the Vendors' hands, or in the hands of the several mortgagees.

7. Lastly, upon failure of complying with the above conditions, the deposit shall be forfeited, and the Vendors shall be at full liberty (with or without notice) to re-sell the estate by public auction or private sale; and if, on such resale, there should be any deficiency, the purchaser shall make good such deficiency to the Vendors, and all expenses attending such resale; the same to be recoverable as liquidated damages.

FORM 352.

Standing Conditions of Sale by the Court. (Ontario.)

1. No person shall advance less than \$10 at any bidding under \$500, nor less than \$20 at any bidding over \$500, and no person shall retract his bidding.

2. The highest bidder shall be the purchaser, and if any dispute arise as to the last, or highest bidder, the property shall be put up at a former bidding.

3. The parties to the action under the exception of the vendor (and naming any parties, trustees, agents, or others in a fiduciary situation) shall be at liberty to bid.

4. The Purchaser shall at the time of sale pay down a deposit in the proportion of \$10 for every \$100 of the purchase money, to the vendor, or his solicitor, and shall pay the remainder of the purchase money on the day of next, and upon such payment the Purchaser shall be entitled to the conveyance, and to be let into possession, the purchaser at the time of sale to sign an agreement for the completion of the purchase.

5. The Purchaser shall have the conveyance prepared at his own expense, and tender the same for execution.

6. If the Purchaser shall fail to comply with the conditions aforesaid or any of them, the deposit, and all other payments made thereon shall be forfeited, and the premises may be re-sold, and the deficiency (if any) by such re-sale, together with all charges attending the same or occasioned by the defaulter, are to be made good by the defaulter.

Dated the day of A.D. 19 .

I agree to purchase mentioned in the annexed particulars for the sum of and upon the terms mentioned in the above conditions of sale.

Dated the day of A.D. 19 .

Witness.

FORM 353.*Special Clauses in Conditions of Sale.*

Reserve price.

There will be a reserve price, and the Vendor reserves the right of bidding by himself or his agent up to such reserve price.

FORM 354.*Purchaser to Sign Agreement.*

The Purchaser shall, immediately after the sale, pay to the auctioneer (or to Mr. R., the Vendor's Solicitor), a deposit of ten per cent. on the amount of the purchase money, and sign the subjoined agreement

FORM 355.*Completion, where a Cash Sale.*

The Purchaser shall, on or before the day of
pay the remainder of the purchase money, at the office of Mr.
the Vendor's Solicitor (or of the said Mr.)
No. Street ; and the purchase shall be there
and then completed, and if from any cause whatever the
purchase shall not be completed on that day, the purchaser
shall pay to the vendor interest at the rate of six per cent. per
annum on the remainder of the purchase money from that
day until the completion of the purchase.

FORM 356.

Completion, Where a Portion is left on Mortgage.

The Purchaser shall, on or before the day of 19 , pay the remainder of the purchase money above the sum of \$ at the office of Mr. the Vendor's Solicitor; and shall give a mortgage for the said sum of \$ bearing interest at the rate of per cent. per annum payable (*half-yearly*) as follows: (*insert terms of payment*). The above mentioned mortgage to be drawn by the Vendor's Solicitor (*add in the case of a company*) who is to use the company's special form.

FORM 357.

Possession, etc.

The possession or receipts of the rents and profits of the property shall be retained, and all rates, taxes and outgoings in respect thereof shall be paid and discharged by the Vendor up to the said day of 19 , and as from that date the possession or receipt of rents and profits shall be taken, and the outgoings shall be paid and discharged by the Purchaser, and if necessary, such rents, profits, rates, taxes and outgoings shall, for the purposes of this condition, be apportioned as between the Vendor and Purchaser.

FORM 358.

Search of Title.

The purchaser shall search the title at his own expense, and the vendor shall not be required to furnish any abstract or produce any deeds, declarations or other evidences of title except those in his possession.

FORM 359.*Time for Objections.*

The purchaser shall make in writing his objections and requisitions (if any) in respect of the title, and send the same to Mr. (name of solicitor), within ten days from the day of sale; and all objections and requisitions which are not so made and sent within the time specified shall be deemed to have been waived, and for this purpose time shall be of the essence of the contract.

FORM 360.*Power to Rescind.*

In case the purchaser shall make any objection or requisition (as to title or otherwise) which the vendor shall, for any cause or on any grounds whatever, be unwilling or unable to answer or comply with, and shall not withdraw the sale after being required so to do, the vendor may, by notice in writing (notwithstanding any attempt to answer or comply with such objection or requisition, or any previous or pending negotiation or litigation), at any time rescind the sale.

In that case, the purchaser shall be entitled only to a return of the deposit money without interest, costs, or compensation or other payment whatever, in full satisfaction of all claims and demands, and he shall thereupon return all documents in his possession belonging to the vendor.

FORM 361.*Error in Description.*

The admeasurements and descriptions of the property, given in the particulars, are believed, and shall be assumed

by the purchaser to be correct, but if any misstatement, error or omission shall be found in the particulars or conditions, the same shall not annul the sale, nor entitle the purchaser to be relieved from the purchase; nor shall any compensation be allowed to either the vendor or purchaser in respect thereof.

FORM 362.

Conveyance.

The deed of conveyance shall be prepared by the vendor's solicitor at the expense of the purchaser and shall contain only the statutory covenant against incumbrance.

FORM 363.

On Default of Purchaser, Vendor May Re-sell.

If the purchaser shall neglect or fail to comply with any of the above conditions his deposit money shall be forfeited to the vendor, who may, with or without notice, and without tendering a conveyance to the defaulter at the present sale, re-sell the property, either by public auction or private contract, at such time and place and subject to such conditions, and in such manner generally as the vendor shall think fit; and if such resale shall be by auction, the property may be bought in, and the deficiency of price (if any) which shall appear at such re-sale, and the expenses of and incident to the present sale, or such re-sale, or any unsuccessful attempt to sell, shall forthwith respectively be made good by the defaulter, and be recoverable by the vendor as liquidated damages.

FORM 364.*Title to Consist of Will and Appointments of New Trustees
Containing General Description Only.*

The vendors are the trustees of the will of _____ who died in the year _____. The title shall consist of the said will and of several appointments of new trustees thereof, in which appointments as well as in the said will the real estate of the testator is referred to by a general description, and there is no specific description of the property now offered for sale. A statutory declaration will be furnished to the purchaser at his own expense that the property has been held consistently with the title derived under the will for the last 20 years and upwards, and such declaration shall be accepted by the purchaser as sufficient evidence that the testator was at his death seized in fee simple of the property.

FORM 365.*Evidence as to Satisfaction of a Particular Legacy.*

As to lot _____, the purchaser shall assume the due payment and satisfaction of a legacy of \$ _____, charged thereon by the will of a former owner, who died more than _____ years ago, and which became payable on his death but for which no receipt or release can be produced.

FORM 366.*Evidence as to Satisfaction of Legacies Generally.*

The vendor shall not be required to produce the receipt for, or any other evidence of, the satisfaction of any pecuniary legacy bequeathed by the will of _____, who died more than twenty years since, and the payment of which respectively is not thereby postponed, and at this distance of time, it shall be assumed that every such legacy has been satisfied.

FORM 367.

Evidence as to Payment of Charges.

The purchaser shall not require evidence of the payment of any legacy or sum of money charged on the estate by any will or other document, and which became payable more than twenty years ago.

FORM 368.

As to Deed Executed by Attorney.

As to a certain indenture dated the day of and which was executed by the attorney of the vendor on that occasion, it shall be assumed by the purchaser that the principal was then alive.

FORM 369.

As to Satisfaction of Mortgage.

The purchaser shall not be entitled to any other evidence of the satisfaction of a mortgage dated the day of than the fact that the mortgage deed is now in the possession of the vendor, and a statutory declaration by him to the effect that the mortgage deed has been in his possession during the last years, and that no claim has ever been made upon him for principal or interest under the same.

FORM 370.

As to Dower.

It shall be assumed that every former owner of any part of the property whose widow (if any) would have been entitled to dower, and is not mentioned in the title, did not leave a widow.

FORM 371.*Presumption of Re-Conveyance of Legal Estate.*

The re-conveyance or re-assignment of any legal estate by any trustee or mortgagee shall be presumed, where the period of thirty years shall have elapsed from the last conveyance or assignment thereof, and where no mention shall be made in any of the subsequent deeds of such legal estate being outstanding.

FORM 372.*Lots Sold Subject to Following Conditions as to Building, &c*

The several lots are sold, subject to the following conditions as to building and otherwise (namely). Every Purchaser shall within one calendar month after the completion of his purchase, erect and for ever afterwards maintain a good and sufficient fence on that side of the lot purchased by him, which is marked T. on the plan annexed to the particulars. (2) No building or erection shall be set up on any lot nearer to the road in front thereof than is indicated by the line marked on the plan "building line." (3) No building of any kind other than private dwellinghouses with appropriate offices and outbuildings to be appurtenant thereto and occupied therewith, shall be erected on any lot, and no trade or business of any kind shall be carried on upon any part of any lot. (4) No more than two houses shall be erected on any one lot, and every house shall be either detached or semi-detached, and the sum expended on the erection of each house shall not be less than \$ for a detached house, or \$ for a pair of semi-detached houses. (5) The Purchaser of each lot shall pay a proportionate part of the expense of keeping in repair the road in front thereof according to the extent of the frontage until the road shall be taken over by the city of or other public authority, such proportion to be determined in case of difference by the vendor's surveyor.

FORM 373.

Each Purchaser to Covenant with Vendor to Observe Conditions.

Every Purchaser shall by the deed of conveyance covenant with the Vendor to observe the above conditions so far as the same apply to the lot purchased by him, and the covenant shall be so framed that the burden thereof shall run with the land in so far as may be, but the covenantor shall be personally liable thereunder so long only as he is owner of the land.

FORM 374.

Sale Subject to Tenant's Rights, City By-laws, etc.

The sale is made subject to existing tenancies and tenant's rights, taxes, rents, party walls, and fences, rights of way, drainage, lights, and easements (if any) charged upon or affecting the property, and to the liability to comply with notices under the city by-laws, and the Purchaser shall be taken to have had notice thereof, and of the state of the premises, though not expressly mentioned. Any mistake shall not annul the sale, but compensation shall be allowed or taken, as the case may be, the amount thereof, in case of dispute, to be settled by the Auctioneer, whose decision shall be final and conclusive on both parties.

FORM 375.

Vendor to give Limited Covenants Only.

The Vendors being trustees the Purchaser shall not be entitled to any covenant for title other than the covenant against encumbrances.

FORM 376.*Purchaser to Presume Death of Lessee.*

With regard to Lot the Property passed to the present Vendor by an Indenture, dated the day of 19 , the consideration for such deed being that the present Vendor should pay to the Vendor the sum of \$ and should grant to the then Vendor a Lease of the said hereditaments for the term of years, if the then Vendor should so long live. The then Vendor having died in 19 , the Purchaser shall not make any objection or requisition on this fact, but shall assume that the consideration of this Conveyance was a valuable one.

FORM 377.*Expense of Sanitary or Other Work Between Sale and Completion to be Borne by Purchaser.*

If between the day of sale and the completion of the purchase any public authority, acting under any statutory provision in that behalf, shall require any sanitary or other works to be done or executed upon or in respect of the property, the expenses whereof shall be payable by the owner of the property then, and in such case, the expenses payable shall be chargeable by or to the owner of the property as aforesaid, shall be borne by the Purchaser, and if paid by the Vendors shall be repaid to the Vendors by the Purchasers on the completion of the purchase.

FORM 378.

Purchaser to Presume due Observation of Covenants in Lease.

The production of the receipt for the last payment of ground rent which shall have accrued due previously to the said day of 19 , in respect of the premises shall be accepted as conclusive evidence that all covenants and conditions contained in the leases under which the said premises are held, have been performed and observed up to the time of the completion of the purchase, or that all breaches (if any), have been effectually waived. A copy of one of the said leases will be produced at the time of sale, and can in the meantime be inspected at the office of the Vendor's Solicitor, and the Purchaser shall be deemed to have had full notice of the contents of such leases.

FORM 379.

Purchaser to Admit Identity of Property.

Each Purchaser shall admit the identity of the Lot or Lots purchased by him with the property comprised in the documents offered by the Vendors as the title thereto upon the evidence afforded by a comparison of the description in the particulars and documents of title, and of a declaration to be obtained and made (if required) at the Purchaser's expense, that the purchased property has been held consistently with the title shown during the last 12 years.

FORM 380.*Vendor Under no Liability for Further Repairs*

The Vendors shall not be obliged to do any repairs after the day of sale, and no abatement shall be made out of the purchase-money in case any part of the premises shall be injured or damaged by fire, tempest, or otherwise, after the day of sale.

FORM 381.*Purchaser not to Require Concurrence of Persons Beneficially Entitled in Deed to Himself.*

The Vendor being the personal representative of a deceased owner, selling for the purpose of administration, shall not be required to enter into any covenant in addition to the implied statutory covenant against incumbrances, and the concurrence of the persons beneficially interested shall not be required.

FORM 382.*Conditions of Sale of Land Registered under the "Land Titles Act."*

(If the Vendor is the first registered proprietor with possessory title only).

The Vendor is the first registered proprietor with a possessory title only of the premises offered for sale, the date of registration being the day of 19 . No evidence of title prior to the registration shall be required, and the Purchaser shall assume that, at the date of registration, no estate, right, or interest adverse to or in derogation of the Vendor's title was subsisting or capable of arising.

FORM 383.

(Or if the Vendor is a Transferee of the First Registered Proprietor).

The Vendor is the registered proprietor with a possessory title only of the premises offered for sale by transfer from the first registered proprietor, the date of such first registration being the day of 19 . No evidence of title prior to the first registration shall be required, and the purchaser shall assume that at the date of such registration, no estate, right, or interest adverse to or in derogation of the title of the first registered proprietor was subsisting or capable of arising.

FORM 384.

(Or if the Vendor is Registered Proprietor with a Qualified Title.)

The Vendor is the registered proprietor with a qualified title (estates, rights, and interests arising before the day of 19 , being excepted from the effect of registration). No evidence of title prior to the said day of 19 , shall be required, and the Purchaser shall assume that no estate, right, or interest adverse to or in derogation of the registered title was subsisting or capable of arising on the said day of 19 .

FORM 385.

Conditions of Sale by Public Auction, Suitable for a Sale of Household Furniture.

FIRST.—The highest bidder to be the purchaser, and if any dispute arise between two or more bidders, the Auctioneer

shall either decide upon such difference, or put the lot again at the last undisputed bidding. The Auctioneer reserves to himself the right of refusing any bidding, and withdrawing or altering any lot or lots.

SECOND. No person to advance less than _____ cent under _____, above and under _____ one; and _____ in proportion.

THIRD.—The Purchasers to give in their names and place of abode, and when required, pay a deposit as shall be required by the Auctioneer; such deposit shall extend to _____ number of lots purchased without preference in the _____ of any lot; all lots are at the purchaser's risk on the _____ of the hammer.

FOURTH.—The whole of the lots to be paid for on the _____ of the sale, and taken away, with all defects or errors of _____ description at the risk and expense of the several Purchaser, immediately after the sale.

FIFTH.—Upon any Purchaser failing to comply with _____ above Conditions the deposit money shall be forfeited, and the lot or lots uncared within the time specified, will _____ re-sold, either by auction or by private treaty, and any deficiency occasioned by such second sale, together with all charges attending the same, shall be made good by the defaulter _____ this present sale.

LASTLY.—The Auctioneer is to be the sole arbitrator _____ every matter of dispute, and will not hold himself responsible for any accident to any person or persons during _____ viewing, the Auction, or the delivery of the lots.

No. Lot Transferred

FORM 386.

Conditions of Sale by Public Auction, Suitable for the Sale of Antiques, Works of Art, and Pictures, the Auctioneer not Guaranteeing the Genuineness of the lots.

FIRST.—The highest bidder to be the buyer; and if at _____ dispute arise between two or more bidders, the lot so in _____

it, shall be immediately put up again and resold, provided the auctioneer cannot decide the said dispute.

SECOND. No person to advance less than _____; above _____; and so on, in proportion.

THIRD.—In the case of lots upon which there is a reserve, the auctioneer shall have the right to bid on behalf of the owner.

FOURTH.—The purchasers to give in their names and places of abode, and to pay down _____% of the purchase price, in part payment, or the whole of the purchase-money, required; in default of which the lot or lots so purchased be immediately put up again and resold.

FIFTH.—The lots to be taken away and paid for, whether genuine and authentic, or not, with all faults and errors of description, at the buyer's expense and risk, within Two days from the sale; _____ & Co., Ltd., not being responsible for the correct description, genuineness, or authenticity, or any default or defect in, any lot, and making no warranty whatever.

SIXTH.—To prevent inaccuracy in delivery and inconvenience in the settlement of the purchases, no lot can on any account be removed during the time of sale, and the remainder of the purchase-money must absolutely be paid on the delivery.

SEVENTH. Upon failure of complying with above conditions, the money deposited in part payment shall be forfeited, and lots uncleared within the time aforesaid shall be resold by private or public sale and the deficiency (if any) attending the re-sale shall be made good by the defaulter at this sale.

EIGHTH. If any owner has placed a reserve on any lot, the auctioneers reserve to themselves the right to publish the lot and price at which it is reserved.

FORM 387.

Conditions of sale by Public Auction, Suitable for the Sale of Antiques, Pictures, etc., the Auctioneer Guarantees the Genuineness of the lots.

I.

The highest bidder to be the purchaser; and in case of any dispute, the lot or lots in question to be put up at the discretion of the Auctioneer. The advance on each lot to be fixed by the Auctioneer.

II.

All lots to be cleared within seven days from date of sale; and not to be delivered until paid for. Lots not cleared during above period from date of sale may be re-sold by Public or Private Sale, and the defaulting bidder in such case to make good any loss arising from such re-sale.

III.

All lots are sold as genuine in every respect, and should any prove otherwise, the lot or lots may be returned provided claim is made within seven days of the Sale. This period of time can be extended if due notice is given in cases where the Purchaser wishes to obtain an expert opinion. For such notice, the Auctioneer's liability for any misdescription or other fault ceases. Should a permanent guarantee of genuineness be desired by a purchaser, it can generally be supplied provided the application is made within seven days. The above guarantees do not apply to lots not specially mentioned and described in the Catalogue.

IV.

Purchasers shall on demand pay a deposit of _____ on the \$ _____ on their purchases; otherwise the Auctioneer may at once re-sell the lot or lots at the risk of the defaulter. The Auctioneer, if so instructed, reserves the right to bid on behalf of vendors, or for buyers not attending sales personally.

COPYRIGHT.

417

COPYRIGHT.

FORM 388.

FORMS UNDER CHAPTER 70, REVISED STATUTES OF CANADA,
1906. THE COPYRIGHT ACT.

FORMS APPROVED BY GOVERNOR-GENERAL IN COUNCIL, 3RD
DECEMBER, 1907.

DOMINION OF CANADA.

The Copyright Act.

Application for Registration of Copyright (*Except Copyright
of Original Artistic Work*).

(*By the Proprietor.*)

I, _____ of the _____ of _____ in the
_____ hereby declare that I am lawfully en-
titled to the Copyright of the (1) _____ entitled "
_____ and that the said (1) _____ has been
printed in Canada; and I hereby request you to register the
Copyright of the said (1) _____ in my name in accord-
ance with the provisions of The Copyright Act.

I herewith forward three copies of the said (1).

Signed at _____ the _____ day of _____ 19 _____
in the presence of the two undersigned witnesses.

Witnesses: {

To the Minister of Agriculture,
Ottawa.

(1). Book, map, chart, musical composition, photograph, print, cut
or engraving.
Form A.]

FORM 399.

DOMINION OF CANADA.

The Copyright Act.

Application for Registration of Copyright (*Except Copyright of Original Artistic Work*).

(*By the Agent of the Proprietor.*)

I, _____ of the _____ of _____ in the _____
 of _____ hereby declare that I am the duly author.
 agent of _____ of the _____ of _____ in the
 of _____; that the said _____ is lawfully entitled
 the Copyright of the (1) _____ entitled "
 that the said (1) _____ has been printed in Canada.
 I hereby request you to register the Copyright of the
 (1) _____ in the name of the said _____ in ac-
 currence with the provisions of the Copyright Act.

I herewith forward three copies of the said (1)

Signed at _____ the _____ day of _____ 19____
 in the presence of the two undersigned witnesses.

Witnesses:

To the Minister of Agriculture,
 Ottawa.

Form A. 1.1

(1). Book, map, _____ art, musical composition, photograph, print
 or engraving.

FORM 390.

DOMINION OF CANADA.

The Copyright Act.

Application for Registration of Copyright of Original
Artistic Work.

(By the Proprietor.)

I, _____ of the _____ of _____ in the
of _____ hereby declare that I am lawfully entitled to
the Copyright of the (1) _____ entitled "
that the said (1) _____ has been produced in Canada,
and I hereby request you to register the Copyright of the
said (1) _____ in accordance with the terms of The Copy-
right Act in my name. The following is a description of
the said (1) _____

Signed at _____ the _____ day of _____ 19 _____
in the presence of the two undersigned witnesses.

Witnesses: {

To the Minister of Agriculture,
Ottawa.

Form B.]

(1). Original painting, drawing, statue or sculpture.

FORM 391.

DOMINION OF CANADA.

*The Copyright Act.*Application for Registration of Copyright of Original
Artistic Work.*(By the Agent of the Proprietor.)*

I, _____ of the _____ of _____ in the
 of _____ hereby declare that I am the duly authorized
 agent of _____ of the _____ of _____ in the
 of _____ that the said _____ is lawfully entitled to
 the Copyright of the (1) _____ entitled "
 and that the said (1) _____ has been produced in Canada
 and I hereby request you to register the Copyright of the
 said (1) _____ in the name of the said _____ in ac-
 cordance with the provisions of The Copyright Act.

The following is a description of the said (1)

Signed at _____ the _____ day of _____ 19____
 in the presence of the two undersigned witnesses.

Witnesses: {

To the Minister of Agriculture,
 Ottawa.

Form B. 1.] _____

(1). Original painting, drawing, statue or sculpture.

FORM 392.

DOMINION OF CANADA.

The Copyright Act.

Application for Registration of Interim Copyright.

(By the Proprietor.)

I, _____ of the _____ of _____
 hereby declare that I am lawfully entitled to the
 Copyright of the (1) _____ entitled "_____" and I
 hereby request you to register the Interim Copyright of the
 said (1) _____ under The Copyright Act in my name.

A copy of the title or a designation of the said (1)
 is herewith annexed.

Signed at _____ the _____ day of _____ 19____
 in the presence of the two undersigned witnesses.

Witnesses: {
 {

To the Minister of Agriculture,
 Ottawa.

Form C.]

(1). *Literary, scientific or artistic work.*

FORM 393.

DOMINION OF CANADA.

The Copyright Act.

Application for Registration of Interim Copyright.

(By the Agent of the Proprietor.)

I, _____ of the _____ of _____ in the _____
 of _____ hereby declare that I am the duly authorized
 agent of _____ of the _____ of _____ in the _____
 of _____ that the said _____ is lawfully entitled to the
 copyright of the (1) _____ entitled "_____", and I
 hereby request you to register the Interim Copyright of the
 said (1) _____ under The Copyright Act in the name of the
 said _____

A copy of the title or a designation of the said (1).
 is hereunto annexed.

Signed at _____ the _____ day of _____ 19____
 in the presence of the two undersigned witnesses.

Witnesses: _____

To the Minister of Agriculture,
 Ottawa.

Form C. 1.]

(1). *Literary, scientific or artistic work.*

FORM 394.

DOMINION OF CANADA.

The Copyright Act.

Application for Registration of Temporary Copyright.

(By the Proprietor.)

I, _____ of the _____ of _____ in the _____
of _____ hereby declare that I am lawfully entitled to
the copyright of the literary work entitled "_____" which
is being preliminarily published in separate articles in a news-
paper or periodical, and I hereby request you to register
the Temporary Copyright of the said literary work under The
Copyright Act in my name.

A copy of the title of the said literary work and a short
analysis thereof are hereunto annexed.

Signed at _____ the _____ day of _____ 19____,
in the presence of the two undersigned witnesses.

Witnesses: {

To the Minister of Agriculture,
Ottawa.

Form D.]

FORM D. 1.

DOMINION OF CANADA.

The Copyright Act.

Application for Registration of Temporary Copyright.

(By the Agent of the Proprietor.)

I, _____ of the _____ in the
 of _____ hereby declare that I am the duly authorized
 agent of _____ of the _____ of _____ in the
 of _____ that the said _____ is lawfully
 entitled to the copyright of the literary work entitled "
 _____," which is being preliminarily published in separate
 articles in a newspaper or periodical, and I hereby request
 you to register the Temporary Copyright of the said literary
 work under The Copyright Act in the name of the said

A copy of the title of the said literary work and short
 analysis thereof are hereunto annexed.

Signed at _____ the _____ day of _____ 19____
 in the presence of the two undersigned witnesses.

To the Minister of Agriculture,
 Ottawa.

Witnesses: _____

CROWN LANDS.

"DOMINION."

The Law relating to the granting of Dominion Crown Lands is found in "The Dominion Lands Act," 7 & 8 Edward VII., chapter 20.

FORM 396.

Application for Entry for a Homestead, a Pre-emption or a Purchased Homestead.

I of , do hereby apply for an entry for a , under the provisions of section in that behalf of The Dominion Lands Act, for the quarter-section of section number , in township range , of the second meridian.

(2) I am a British subject.

(3) I am a citizen (*or subject, as the case may be*) of , but I declare that it is my intention to become a British subject under the laws of Canada.

(Signature)

(Place and Date).

Note.—Strike out paragraph 2 if applicant is not a British subject. Strike out paragraph 3 if applicant is a British subject.

Dominion Lands Act 7 & 8 Edward VII. c. 20, Form A. Schedule.]

FORM 207.

Affidavit in Support of an Application for Entry for a Homestead, a Pre-emption or a Purchased Homestead.

I , of , do solemnly swear (or affirm as the case may be), that I am over eighteen years of age; that to the best of my knowledge and belief the land in respect of which my application is made is agricultural land, an open country, and that there is no person residing on the said land; that there are no improvements thereon; that this application is made for my exclusive use and benefit, with the intention of my residing upon and cultivating the said land, and neither directly nor indirectly for the use or benefit of any other person or persons whomsoever.

(2) That I have not heretofore obtained an entry for a homestead on Dominion lands.

(3) That I obtained entry for a homestead on the day of , 19 , for quartersection of section , township , range , of the meridian, but forfeited (or abandoned as the case may be) the same.

(4) That this application is made for my exclusive use and benefit, with the intention of my residing upon and cultivating the said land, and neither directly nor indirectly for the use or benefit of any other person or persons whomsoever.

Subscribed and sworn to }
this day of } (Signature.)
19 , before me at }

Local Agent.
(or Sub-agent as the case may be).

Note—Strike out paragraph 2 if applicant has already received homestead entry.

Dominion Lands Act 7 & 8 Edward VII, c. 20, Form B, Schedule.]

FORM 398.

Affidavit in Support of an Application for Entry for a Homestead, a Pre-emption or a Purchased Homestead, by a Person who has Settled and made Improvements upon Land in Advance of Survey.

I, _____ of _____, do solemnly swear (or affirm as the case may be), that I am over eighteen years of age; that to the best of my knowledge and belief the land in respect of which my application is made is agricultural land and open to entry for homestead; that I became a *bona fide* resident upon and began to cultivate the said land, before the same was surveyed; that I have since resided upon and cultivated the said land; that there is no other person residing on the said land; that no other person has improvements thereon; that this application is made for my exclusive use and benefit, with the intention of my residing upon and cultivating the said land, and neither directly nor indirectly for the use or benefit of any other person or persons whomsoever.

Subscribed and sworn to)	(Signature.)
this _____ day of _____,		
19____, before me at _____.		

Local Agent.

(or Sub-agent, as the case may be).

FORM 369.*Agent's Certificate of Entry for a Homestead, a Pre-emption or a Purchased Homestead, and Receipt for Fee.*

I hereby certify that _____ of _____ has, in accordance with the provisions of the Dominion Lands Act applied in the form _____, supported by affidavit in the form _____, as therein provided, for entry for the _____ quarter-section of section _____, in township _____ range _____ of the _____ meridian.

I hereby acknowledge the receipt from the said _____ of the sum of ten dollars (\$10.00), being the office fee payable with such application.

And I hereby certify that the said application has been allowed by me and that entry has been granted to the said _____ for the said quarter-section as a _____, and that in virtue thereof the said _____ is hereby vested in respect of such _____ with the rights conferred by the provisions of the Dominion Lands Act respecting _____
 Dominion Lands Office, _____ Local Agent.

day of _____ 19 _____.

Dominion Lands Act 7 & 8 Edward VII. c. 20, Form D. Sch.]

FORM 369.*Agent's Certificate of Entry for a Homestead, a Pre-emption or a Purchased Homestead, on Application to a Sub-agent, and His Receipt for Fee.*

Having before me the application of _____ of _____ in the form of _____, supported by affidavit in the form _____ as provided in the Dominion Lands Act made to the sub-agent at _____ for entry for _____ quarter-section of section _____, in township _____, range _____ of the _____ meridian, as a _____, and the duplicate of the certificate issued to the said _____ by the said sub-

agent that such application has been made in accordance with the provisions of the said Act, I hereby certify that the said application has been allowed by me, and entry for the said quarter-section as a _____ has been granted, and that in virtue thereof the said _____ is hereby vested in respect to such _____ with the rights conferred by the provisions of The Dominion Lands Act respecting _____.

And I hereby acknowledge the receipt through the said sub-agent of the sum of ten dollars (\$10) being the fee paid by the said _____.

Dominion Lands Office

Local Agent.

day of

19 _____

Dominion Lands Act 7 & 8 Edward VII. c. 20, Form E. Sch.]

FORM 401.

Sub-agent's Certificate of Application for Entry for a Homestead, a Pre-emption or a Purchased Homestead, and Receipt for Fee.

I hereby certify that _____, of _____, has, in accordance with the provisions of The Dominion Lands Act, applied in the form _____, supported by affidavit in the form _____, as therein provided, for entry for quarter-section of section _____, in township _____, range _____, of the _____ meridian as a _____.

And I hereby acknowledge the receipt from the said _____ of the sum of ten dollars (\$10.00), being the office fee payable with such application, my acceptance of said fee being subject to the allowing of the entry by the local agent at _____ who, if entry be not allowed, will refund the amount to the said _____.

(Sub-agent.)

(Place, date and hour.)

Dominion Lands Act 7 & 8 Edward VII. c. 20, Form E. Sch.]

FORM 402.*Application by a Minor for the Reservation of a Homestead*

I, _____, of _____, do hereby apply, under the provisions of sub-section 3 of section 9 of the Dominion Lands Act, for the reservation of the _____ quarter-section of section number _____, in township _____, range _____, of the _____ meridian, for a period of twelve months from the date, with a view to my obtaining entry therefor as a homestead as soon as I attain the age of eighteen years.

I am in permanent residence on the _____ quarter-section of section number _____, in township _____, range _____, of the _____ meridian, now held under entry (or as the case may be), owned, and occupied by _____, in _____.

I am a British subject.

(Signature.)

(Place and date.)

Dominion Lands Act 7 & 8 Edward VII. c. 20, Form G. Sch.]

FORM 403.*Affidavit by Relative in Support of an Application for Reservation of a Homestead on behalf of a Minor.*

I, _____ of _____, do solemnly declare (or affirm, as the case may be) that the _____ quarter-section of section number _____, in township _____, range _____, of _____ meridian, in respect of which application is made by _____, to have reserved under the provisions of sub-section 3, of section 9, of the Dominion Lands Act, is agricultural land, and open to homestead entry; that there is no person residing on said land; that there are no improvements thereon; that the said application is made for the sole use and benefit of the said _____ with a view to his obtaining entry for the said land as soon as he attains the age of eighteen

years; that the said , who is my , has his permanent residence with me on the quarter-section of section number , in township, range , of the meridian, for which I hold entry (or as the case may be, own and occupy); that the said will have attained the full age of eighteen years on the day of , 19 .

19 , before me.)

day of , (Signature.)

Subscribed and sworn to this)

Local Agent

(Or Sub-agent, as the case may be.)

Dominion Lands Act 7 & 8 Edward VII. c. 20, Form H. Sch.]

FORM 404.

Agent's Certificate of Reservation of Homestead for a Minor.

I hereby certify that , of , has, in accordance with the provisions of sub-section 3, of section 9, of the Dominion Lands Act, applied in the form G., supported by affidavit in the form H., as therein provided, for the reservation of quarter-section of section number , in township , range , of the meridian, with a view to his obtaining entry therefor as soon as he attains the full age of eighteen years.

I hereby certify that the said application has been allowed and that the said land is hereby reserved for a period of twelve months from this date for the purpose aforesaid, and subject to the conditions mentioned in paragraphs a, b, and c, of the provisions above mentioned.

Dominion Lands Office at)

day of ,

19 .)

Dominion Lands Act 7 & 8 Edward VII. c. 20, Form I. Sch.]

PROVINCIAL.

British Columbia.

The law relating to the granting of Crown Lands in the Province of British Columbia is found in the Revised Statutes of British Columbia, 1911, chapter 129.

FORM 405.**"LAND ACT."***Declaration of Intention.*

I, _____, of _____, a subject (or citizen) _____, solemnly and sincerely declare that it is honestly my intention to become a British subject and to renounce forever all other allegiance and fidelity to all and any foreign prince, potentate, state, and sovereignty whatsoever.

And I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the "Canada Evidence Act."

Declared before me at _____

this _____ day of _____,

19 _____

.....

Commissioner or (J.P.)

(Signature of Declarant.

.....

FORM 400.**"LAND ACT."***Application for a Pre-emption Record.*

I, _____, of _____, by occupation a _____, do solemnly declare that:

1. I as a _____, am qualified to record said land.

2A. I am a British subject.

2B. I have declared my intention to become a British subject, as shown on declaration hereunto attached.

3. I apply for a pre-emption record of _____ acres of unoccupied land unreserved Crown land (*not being part of an Indian settlement*) situate in the vicinity of _____.

4. I, on the _____ day of _____, 19____, did locate the said land by placing at the _____ corner thereof a post at least four inches square, and standing not less than four feet above the surface of the ground.

5. The said post is about _____ distant, and in a direction from _____.

6. I, on the same day, did affix to the said post a notice with the following words written thereon (*here follow the prescribed notice in section 19*), and did also inscribe on the said post the name _____ and the letters _____ corner.

7. I have drawn on the back of this application a sketch of the lands in the vicinity.

8. The land is not timber land within the meaning of the Act.

9. My application to record is not made in trust for, on behalf or, or in collusion with, any other person or persons, but honestly on my own behalf for settlement and occupation for agricultural purposes; and I also declare that I am duly qualified under the said Act to record the said land.

Head of a family, widow, or single man over eighteen years of age.

Strike out 2A. or 2B.

Some well known point or corner of a surveyed lot.

And I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the "Canada Evidence Act."

Declared before me at
this day of , 19 .

..... *Signature of Declarant,*
Commissioner (C. P.)

This declaration cannot be made by an agent. See Section 2 of the Act in duplicate, with a fee of \$2 to the Commissioner of the district.

N.B. In applications to pre-empt surveyed lands, omit paragraph (4)

R. S. B. C. 1911 c. 120, s. 11 and Form 2 Sch. 1

FORM 407.

"LAND ACT."

Certificate of Pre-emption Record.

ORIGINAL (to be retained by settler), No. in District Register , District of .

Name of pre-emptor .

Date of Record, .

Number of acres, .

Where situated, .

Description of boundaries of claim, .

The above boundaries are subject to confirmation with and rectification upon official survey.

(Signature of Commissioner.)

.....

N.B. Plan of the claim to be drawn on the back of this sheet
R. S. B. C. 1911 c. 120, s. 10 and Form 3 Sch. 1

FORM 408.**"LAND ACT."***Certificate of Pre-emption.*

(S. 10, ch. 28.)

District of _____

I hereby certify that _____ as settler, under the evidence of _____ that _____ has been in occupation, as required by the "Land Act," of his pre-emption claim, recorded as No. _____ in this district, from the date of such pre-emption record to the present time, and that he has made improvements amounting in the aggregate to two dollars and fifty cents an acre on such pre-emption claim. Surveyed and numbered on the official map

Signed this _____ day of _____, 19____.

Commissioner.

Naming the witnesses and describing their and any other evidence upon which the Commissioner has come to his judgment.

R. S. B. C. 1911 c. 120, s. 19, Form 4 Sch.]

FORM 409.*Declaration.*

District of _____

We, _____, of _____, do solemnly declare that: -

And firstly, I, the said _____, for myself declare that I have been in the occupation of my pre-emption claim from the date of the record thereof, have prepared for and brought under cultivation ten (or any greater number, as the case may be), acres of the land comprised within such pre-emption and have made permanent improvements thereon amounting in the aggregate to two dollars and fifty cents per acre of the whole

land, a description of such improvements and a statement of the respective values thereof in detail being as follows: -

And secondly, we, _____, for ourselves, declare that the above-named _____ has made permanent improvements on his pre-emption claim amounting in the aggregate to two dollars and fifty cents per acre of the whole land, the details whereof are correctly set forth by the said _____.

And we make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the "Canada Evidence Act."

Declared and signed by
the within named
on the _____ day of
_____, 19____, before me
at _____.

.....
Commissioner (or J. P.)

.....
(Signature of Declarant.)

Declared and signed by
the within named
on the _____ day of
_____, 19____, before me
at _____.

.....
Commissioner (or J. P.)

.....
(Signature of Declarant.)

Declared and signed by
the within named
on the _____ day of
_____, 19____, before me
at _____.

.....
Commissioner (or J. P.)

.....
(Signature of Declarant.)

Here set out fully in detail the nature of the improvements.

FORM 410.**"LAND ACT."***Declaration.*

District of

I, , of , do solemnly declare that:—

1. The land which has been surveyed as District, is the land which I claim by virtue of a record dated the day of , 19 .

2. I have occupied, in manner described by the "Land Act," the land recorded by me on the said day of , 19 , from the time of the said record up to the present time.

And I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the "Canada Evidence Act."

Declared and signed by
on the day of
, 19 , before
me at
.....
Commissioner (or J. P.,)

.....
(Signature of Declarant.)

FORM 411.

"GRANT."

"LAND ACT."

(L.S.)

(Royal Arms.)

PROVINCE OF BRITISH COLUMBIA. |

No. |

George V., by the Grace of God, of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith, and so forth. To all to whom these presents shall come, greeting:

KNOW YE that we do by these presents, for Us, Our Heirs and successors, in consideration of the sum of to Us paid, give and grant unto heirs and assigns, All that parcel or lot of land situate and numbered on the official plan or survey of the said in the Province of British Columbia, to have and to hold the said parcel or lot of land, and all and singular the premises hereby granted, with their appurtenances, unto the said , h heirs and assigns forever.

Provided nevertheless that it shall at all times be lawful for us, Our heirs and successors, or for any person or persons acting in that behalf by Our or their authority, to resume any part of the said lands which it may be deemed necessary to resume, for making roads, canals, bridges, towing-paths, or other works of public utility or convenience; so, nevertheless that the lands so to be resumed shall not exceed one-twentieth part of the whole of the lands aforesaid, and that no such resumption shall be made of any lands on which any buildings may have been erected, or which may be in use as gardens or otherwise for the more convenient occupation of any such buildings.

Provided also that it shall be at all times lawful for Us, Our heirs and successors, or for any person or persons

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acting under Our or their authority to enter into and upon any part of the said lands, and to raise and get thereout any minerals, precious or base, including coal and petroleum which may be thereupon or thereunder situate, and to use and enjoy any and every part of the same land, and of the easements and privileges thereto belonging, for the purpose of such raising and getting, and every other purpose connected therewith, paying in respect of such raising, getting and use, reasonable compensation.

Provided also that it shall be lawful for any person duly authorized in that behalf by Us, Our heirs and successors, to take and occupy such water privileges, and to have and enjoy such rights of carrying water over, through, or under any parts of the hereditaments hereby granted as may be reasonably required for mining or agricultural purposes in the vicinity of the said hereditaments paying therefor a reasonable compensation to the aforesaid heirs and assigns.

Provided also that it shall be at all times lawful for any person duly authorized in that behalf by Us, Our heirs and successors to take from or upon any part of the hereditaments hereby granted, without compensation, any gravel, sand, stone, lime, timber or other material which may be required in the construction, maintenance or repair of any roads, ferries, bridges or other public works.

Provided also that in the event of any of the lands hereby granted being divided into lots containing one acre or less, one-fourth of all the blocks of lots, or one-fourth of all the lots where the lots are not divided into blocks, to be selected as provided in the "Land Act," shall be conveyed to Us and Our successors.

Provided also that all travelled streets, roads, trails, and other highways, existing over or through said lands at the date hereof shall be excepted from this grant.

In testimony whereof We have caused these Our Letters to be made Patent, and the Great Seal of our Province of British Columbia to be hereunto affixed:

WITNESS, HIS HONOUR _____, Lieutenant-Governor
of our Province of British Columbia at our Government
House, in our City of Victoria, this day of _____, in the
year of our Lord one thousand nine hundred and _____ and
in the _____ year of Our reign.

By Command,

.....

.....

Lieutenant-Governor.

.....

Deputy Minister of Lands.

R. S. B. C. 1911 c. 120, ss. 20, 55, 63 & 69 & Form 7 Sch.]

FORM 412.

(Coat of Arms).

PROVINCE OF BRITISH COLUMBIA. }
No. }

George V., by the Grace of God, of the United Kingdom of
Great Britain and Ireland, King, Defender of the Faith,
etc. To all to whom these presents shall come, greeting

KNOW YE that We do by these presents, for Us, Our Heirs
and successors, in consideration of the sum of

dollars to Us paid, give and grant unto _____, h _____ heirs
and assigns, all that parcel, or lot of land situate _____ and
numbered _____ on the official plan or survey of the said

_____ in the Province of British Columbia, to have and
to hold the said parcel or lot of land, and all and singular
the premises hereby granted, with their appurtenances, unto
the said _____, h _____ heirs and assigns for ever.

In testimony whereof We have caused these Our Letters
to be made Patent and the Great Seal of Our Province of
British Columbia to be hereunto affixed:

WITNESS, HIS HONOUR _____, Lieutenant-Governor
of Our said Province and its Dependencies, at Our Govern

ment House, in our City of Victoria, this day of
 , in the year of Our Lord, one thousand nine hun-
dred and , and in the year of Our reign.

By Command

Provincial Secretary.

FORM 413.

"LAND ACT."

"Declaration."

I, _____, of _____, by occupation a _____,
(or acting as agent for _____, of _____,
occupation a _____), do solemnly declare that:—

1. I (or the said _____), do solemnly declare that:—
to purchase _____), intend to apply for permission
Crown lands (not being _____ acres of unoccupied and unserved
situate in the vicinity of _____ part of an Indian settlement).

2. I, on the _____ day of _____, 19____, did locate the said land by planting at the _____ corner thereof a post at least four inches square and standing not less than four feet above the surface of the ground.

3. The post is about _____ distant and in a _____ direction from*

1. I, on the same day, did affix to the said post a notice with the following words written thereon (*here follow the prescribed notice in section 34*),

5. I, on the said day did inscribe on the said post the
name _____ and the letters _____
6. The _____ of _____ corner.

6. The purpose for which the land is required is _____

7. I, (or the said) _____, not disqualified to make
an application by the provisions of section 19 of the "Land
Act."

² one well known point or corner of a surveyed lot.

And I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the "Canada Evidence Act."

Declared and signed by _____
on the _____ day of _____, 19____, before me at _____ (Signature of Declarant).

.....
Commissioner (or J. P.).

Forward this declaration in duplicate to the Commissioner of the district. This declaration may be made by an agent.

R. S. B. C. 1911 c. 129, s. 34, Form 8 Sch.]

FORM 414.

"LAND ACT."

Form of Notice.

Land District.

District of _____

Take notice that (full name) of _____, occupation _____, intends to apply for permission to purchase the following described lands:—

Commencing at a post planted (here give as close a description as possible of the point where the post is planted); thence north _____ chains; thence east _____ chains; thence south _____ chains; thence west _____ chains to the point of commencement (or as the case may be), and containing _____ acres, more or less.

.....
Name of applicant (in full)

Dated _____, 19____.

R. S. B. C. 1911 c. 129, s. 34 & Form 9 Sch.]

FORM 415.**"LAND ACT."***Declaration.*

I _____, of _____, by occupation a
 or acting as agent for _____), of _____, by
 occupation a _____), do solemnly declare
 that:—

1. I, (or the said) _____, intend to apply for per-
 mission to lease _____ acres of unreserved and unoc-
 cupied Crown lands (not being part of an Indian settle-
 ment), situated in the vicinity of _____

2. I, on the _____ day of _____, 19____,
 did locate the said land by planting at the corner thereof
 a post at least four inches square and standing not less
 than four feet above the surface of the ground.

3. The said post is about _____ distant, and in
 _____ direction from* _____

4. I on the same day, did inscribe on the said post the
 name _____ and the letters _____ corner.

5. I, on the same day did affix to the said post a notice
 with the following words written thereon (here follow the
 notice in section 77).

6. The purpose for which the lease is required is _____

And I make this solemn declaration conscientiously be-
 lieving it to be true, and knowing that it is of the same
 force and effect as if made under oath and by virtue of
 the "Canada Evidence Act."

Declared and signed by _____

the _____ day of _____

before me at _____

 Commissioner (or J. P.).

 (Signature of Declarant)

* _____ well-known point or corner of surveyed lot.

Forward this declaration in duplicate to the Commissioner of the district. This declaration may be made by agent.

R. S. B. C. 1911 c. 129, s. 78 & Form 10 Sch.]

FORM 416.

"LAND ACT."

Land District.

District of .

Take notice that (*full name*) of , occupation , intends to apply for permission to have the following described land:—

Commencing at a post planted (*here give as close description as possible of the point where the post planted*); thence north chains; thence chains; thence south chains; thence west chains; to the point of commencement (*or as the case may be*) and containing acres, more or less.

.....
Name of applicant (*in full*)

Dated , 19 .

R. S. B. C. 1911 c. 129, s. 78 & Form 11 Sch.]

FORM 417.*Form of Notice.*

Land District.

District of

Take notice that (*full name*) of , occupation
intends to apply for a special timber
license over the following described lands:

Commencing at a post planted (*here give as close a
description as possible of the point where the post is
put*); thence north chains; thence east
chains; thence south chains;
thence west chains to the point of commence-
ment (*or as the case may be*) and containing
acres, more or less.

.....
Name of applicant (in full).

Dated , 19 .

R. S. B. C. 1911 c. 129, s. 90, Form 12 Sch.]

FORM 418.**"LAND ACT."***Declaration.*

I, , of , by occupation a
or acting as agent for , of , by
occupation a), do solemnly declare:--

1. I, (or the said), , intend to apply
a special timber license over acres of un-
occupied and unreserved Crown lands (*not being part*
of an settlement), situate in the vicinity of

2. I, on the day of 19 ,
locate the said land by planting at the corner
thereof a post at least four inches square and standing
less than four feet above the surface of the ground

3. The said post is about distant, at
a direction from*

4. I, on the same day, did inscribe on the said post
the name and the letters

5. I, on the same day did affix to the said post a notice
with the following words written thereon:

And I make this solemn declaration conscientiously
believing it to be true, and knowing that it is of the same
force and effect as if made under oath and by virtue of
the "Canada Evidence Act."

Declared before me at
this day of 19
.....
Commissioner (or J. P.). } (Signature of Declarant)

Forward this declaration in duplicate to the Commis-
sioner of the district. This declaration may be made by
agent.

R. S. B. C. 1911 c. 129, s. 90 & Form 13 Sch. I

*Some well-known point or corner of a surveyed lot.

(ONTARIO)

The law relating to the granting of Crown lands in the Province of Ontario is found in

"The Public Lands Act, R. S. O. 1897, Chapter 28,"

"The Free Grant Homesteads Act, R. S. O. 1897, Chapter 29,"

"The Ruiny River Free Grants and Homesteads Act, R. S. O. 1897, Chapter 30."

Also in various Orders in Council under these Acts, the most important of which are those of the following dates:

27th May, 1869.

23rd July, 1875.

18th May, 1899.

13th March, 1908.

18th June, 1912.

FORM 419.*Affidavit.*

To be made by a person above the age of eighteen years, and who desires to purchase land and become an actual settler under settlement regulations.

Canada: Province of Ontario

To wit:

I, _____, of _____, make oath and say:

1. That I am of the full age of eighteen years, and am the head of a family.

2. That I am desirous of purchasing lot No. _____
in the _____ Concession of the Township of _____
in the District of _____, and I believe the said
lot is suitable for settlement and cultivation.

3. That I intend to enter upon the land and become an
actual resident within 6 months, as I understand that for
me to do so will entail forfeiture of all my rights and of
the money that I have paid on account of purchase of the
land.

4. That I have examined the said land, and that it
is not to my knowledge valuable for mines, minerals, or
timber, and that I desire to purchase it for my own
use or benefit, for the purpose of actual settlement and cul-
tivation of the land, and not either directly or indirect-
ly for the use or benefit of any other person, nor for the pur-
pose of obtaining, possessing or disposing of any mines,
minerals or timber thereon.

5. That the said land is wholly unoccupied and unim-
proved (*except*) _____ and that I am not now hold-
ing any other land by purchase from the Crown or as as-
signee from or under a purchaser, or by Tax Deed.

Sworn before me at _____ this _____ day of _____
19____.

We, _____, of the _____ in the _____
and _____ of the _____ in the _____
each for himself, make oath and say: that I know lot No. _____
in the _____ Concession of the _____
Township of _____ referred to above, that I am not
aware of any claim to the said lot on the grounds of oc-
cupation, improvements or otherwise, adverse to that of the
applicant, and that the said lot is wholly unoccupied and
unimproved (*except*) _____

Sworn before me at _____ this _____ day of _____
19____.

FORM 420.

AFFIDAVIT.

Application for Patent for Purchased Land.

Ontario: District of _____ To Wit:

We, _____, of the Township of _____ in the
 _____ of _____ of the same
 place, yeomen, each for himself, make oath and say:

1. That I know Lot No. _____
 Concession of the Township of _____
2. That there are _____
 under cultivation and crop on _____
3. That the following buildings have been erected
 thereon, namely: A house fit for habitation _____
 feet

4. That the said lot is occupied by _____ and
 has been continuously occupied by _____ for
 years, and the improvements made thereon were made by _____

5. That I do not know of any claim to or occupation of
 said lot adverse to that of _____

Sworn before me at _____ this _____ day of
 19 _____

Recommended for patent this _____

Crown Land Agent.

FORM 421.

AFFIDAVIT.

Application for Free Grant—100 Acres.

I, _____, of the _____, in the _____, make oath
 and say:—

1. That I have not heretofore been located for any land under the "Free Grants and Homesteads Act," (*except*); nor have I obtained a Patent for any land as a Free Grant or any benefit under that section of the said Act which provides for the remission of arrears due to the Crown by settlers who purchased in Free Grant Townships (*except for lot number* but that I have absolutely and in good faith parted with the said land so patented to me. I am not now holding any other land obtained as a Free Grant and I am entitled to and desire to obtain a (other location).

2. That I am of the age of _____ years.

3. That I desire to be located for Lot Number _____ in the concession of the township of _____.

4. That I believe the said land is suitable for settlement and cultivation and is not valuable chiefly for its mines, minerals and pine timber; and that such location is desired for my benefit and for the purpose of actual settlement and cultivation of such land, and not either directly or indirectly for the use and benefit of any other person or persons whatever, nor for the purpose of obtaining, possessing, or disposing of any of the pine trees, growing or being on the said land, or any benefit or advantage therefrom, or any gold, silver, copper, lead, iron or other mines or minerals, or any quarry or bed of stone, marble or gypsum thereon.

5. That I am not aware of any adverse claim on the grounds of occupation, improvements or otherwise, and that the said lot is wholly unoccupied and unimproved (*except*).

Sworn before me at

this

day of

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each for himself, make oath and say: that I know lot number _____ in the _____ concession of the township of _____ referred to above, that I am not aware of any claim to the said lot on the grounds of occupation, improvements or otherwise, adverse to that of the applicant, and that the said lot is wholly unoccupied and unimproved (*except* _____).

Sworn before me at _____ this _____ day of _____ 19____.

FORM 422.

AFFIDAVIT.

Application for Free Grant of 200 Acres.

I, _____, of the _____, in the _____ make oath and say:—

1. That I have not heretofore been located for any land under the "Free Grants and Homesteads Act" (*except* _____), nor have I obtained a Patent for any land as a Free Grant or any benefit under that section of the said Act which provides for the remission of arrears due to the Crown by settlers who purchased in Free Grant Townships (*except for lot number* _____ *but that I have absolutely and in good faith parted with the said land so patented to me; I am not now holding any other land obtained as a Free Grant and I am entitled to and desire to obtain another location*).

2. That I am the male head of a family (or the sole female head of a family) having children under eighteen years of age residing with me—consisting of _____ sons and _____ daughters.

3. That I desire to be located under the said Act, and the regulations made thereunder for lot number _____ in the _____ concession of the township of _____.

4. That I believe the said lands are suited for settlement and cultivation and are not valuable chiefly for the mines, minerals, or pine timber.

5. That such location is desired for my benefit and for the purpose of actual settlement and cultivation of such lands, and not either directly or indirectly for the use or benefit of any other person or persons whatsoever nor for the purpose of obtaining, possessing, or disposing of any of the pine trees growing or being on the said lands, or any benefit or advantage therefrom, or any gold, silver, copper, lead, iron, or other mines or minerals, or any quarry or bed of stone, marble, or gypsum thereon.

6. And that the said lots are wholly unoccupied and unimproved (*except* _____).

Sworn before me at _____ this _____ day of _____ 19____.

We, _____, of the _____, in the _____ and _____ of the _____ in the _____, each for himself, make oath and say: That I am well acquainted with _____ named in the above affidavit, and that he is the _____ head of a family and has _____ children under eighteen years of age (consisting of _____ son _____, and daughter _____) residing with him, and I further make oath and say that I know lots number _____ in the _____ concession of the township of _____ referred to above, that I am not aware of any claim to the said lots on the grounds of occupation, improvement or otherwise, adverse to that of the applicant, and that the said lots are wholly unoccupied or unimproved (*except* _____).

Sworn before me at _____ this _____ day of _____ 19____.

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FORM 423.**AFFIDAVIT.**

*To be used in Application for an Allowance on Account of
Rock and Swamp.*

I, _____, of the _____, in the _____,
make oath and say:—

That I have not heretofore been located for any land
under the "Free Grants and Homesteads Act" (except
for _____), nor have I obtained a Patent for any
land as a Free Grant, or any benefit under that section of
the said Act which provides for the remission of arrears
due to the Crown by settlers who purchased in Free Grant
Townships; that I am _____ years of age
and that I desire to be located for Lot Number _____
in the _____ concession of the Township of _____,
and also for Lot Number _____ in the _____
Concession of the said Township; that I have carefully
examined the said lands, and there are at least _____
acres of said Lot Number _____ which by reason of
thereon, and at least _____ acres of said
Lot _____ which by reason of _____
thereon, and at least _____ acres of said Lot _____
which by reason of _____ cannot be made avail-
able for farming purposes, and that there is no valuable
timber growing on said _____ acres of said lots, and
that I believe the said lands, for which I desire to be lo-
cated as aforesaid, are suited for settlement and cultivation
and are not valuable for their mines, minerals, or pine tim-
ber; and that such location is desired for my benefit and
for the purpose of actual settlement and cultivation of such

lands, and not either directly or indirectly, for the use and benefit of any other person or persons what-oever, for the purpose of obtaining, possessing, or disposing of any of the pine trees growing or being on the said lands, or any benefit or advantage therefrom, or any gold, silver, copper, lead, iron or other mines or minerals, or any quarry or bed of stone, marble or gypsum thereon; and that the said lots are wholly unoccupied and unimproved (*except*

Sworn before me at _____ in the _____ of
this _____ day of _____ 19 _____.

We, _____, of the Township of _____
in the _____, and of the Township of _____
in the _____, make oath and say, that we have care-
fully examined Lot Number _____, in the
concession of the Township of _____, and also Lot
Number _____, in the _____ Concession of the
Township of _____, and that there are at least
acres of said Lot Number _____ which by reason of
thereon, and at least _____ acres of said
Lot Number _____ which by reason of
thereon, and at least _____ acres of said Lot Num-
ber _____ which by reason of _____ thereon,
cannot be made available for farming purposes, and that
there is no valuable timber growing on the said _____ ac-
res of said lots, and that the said lots are wholly unoccupied and
unimproved.

Sworn before me at _____, in the _____ of
this _____ day of _____, A.D. 19 _____.

FORM 424.

AFFIDAVIT.

To be used in Application for Free Grant District of Rainy
River.

Ontario, District of Rainy River,

To Wit.

I, _____ of the _____, in the _____,
do solemnly swear:

1. That I have not heretofore obtained a free grant in
the Province of Ontario, (except *Land Number*
which has been forfeited) or that I have absolutely and in
good faith sold and parted with the land so granted to me
and that I am well entitled to, and desire to obtain another
location).

2. That I am over eighteen years of age (or) that I
am the head (or sole female) head of a family having
children under eighteen years of age residing
with me consisting of _____ sons and _____ daughters.

3. That I desire to be located for _____ of the
Township of _____ under the Rainy River Free
Grants and Homesteads Act, and in addition thereto I
desire to purchase _____ of the said Township for
which I agree to pay _____ at the price and upon
the terms fixed by the said Act.

4. That I believe the said land is suitable for settle-
ment and cultivation, and is not valuable chiefly for its
mines, minerals or pine timber; and that location is re-
quired for my own exclusive benefit and for the purpose
of actual settlement and cultivation of such land and not
either directly nor indirectly for the use or benefit of any
other person whatsoever, nor for the purpose of obtaining,
possessing, or disposing of any of the pine trees growing
or being on the said land, or any benefit or advantage
therefrom, or any gold, silver, lead, iron, or other mines

or minerals, or any quarry or bed of stone, marble, or gypsum thereon.

5. That the said land is wholly unoccupied and unimproved (*except*).

Sworn before me at , this day of 19 .

I, , of the , and I of the , yeoman, do solemnly swear:

1. That I know the above named applicant

2. That he is over eighteen years of age (*or*) that is the male (*or sole female*) head of a family, having children under eighteen years of age residing with him consisting of sons and daughters

3. That I know the said land for which he has applied, and that it is wholly unoccupied and unimproved (*except*).

Sworn before me at this day of 19

FORM 425.

AFFIDAVIT.

I, , in Application for Patent under the Provisions of "The Homesteads and Homesteads Act"

I, the Crown Land Agent

do hereby give the honour to apply under the provisions of "The Homesteads and Homesteads Act," for a Patent of the Crown for my Homestead, upon the grounds set forth in the following affidavits; and have to request that the said Patent when issued, or advice of the issue of the same, be mailed to the following address:

Name in full

P. O. Address

FORM 426.*Affidavit of Applicant.*

Ontario of *To Wit.*

I, , of the , in the

, make oath and say:

1. That I desire to obtain my Patent under the provisions of the Eighth Section of "The Free Grants and Homesteads Act," for lot of the Township of which lot I was located on the

of 19 .

2. That since then I have been an actual resident upon and have cultivated the said lot continuously for and that I am still residing upon and cultivating the

3. That I have cleared upon the said lot, and had under cultivation last season acres at least, and the following description thereon of the following description: A house fit for habitat x feet by feet

4. That I have not been located for or under the provisions of the said Act, nor have I obtained a patent for land as a Free Grant, or by remission of arrears, or by the provisions of the said Act; and that I am well entitled to the Patent for the said lot, and am not aware of any person claiming title to or the grounds of occupation, improvements or otherwise.

Sworn before me at this day of 19 .

Note:—These statements can be sworn before any Crown Land Agent, a Justice of the Peace, or a Commissioner for taking affidavits. The name, actual place of residence, and occupation of applicant, should be inserted in full, and the above form should be followed where practicable. If it be necessary to vary from it, all the facts should be set out fully. If applicant be a married woman, give name of husband in full.

Recommended for Patent this

19 .

Crown Land Agent.

FORM 427.*Affidavit in Support of Application.*

Ontario, of To Wit

We, of the Township of, in
the of, and, of the
same place, yeomen, each for himself, make oath and say:

That I know lot, in the Con-
cession in the Township of, described in the
affidavit of the applicant for Patent; that the
said affidavit has been read over to me, and that all the
statements made therein respecting the residence of the
said on the said lot, and the cultivation and
improvements made by him thereon are true in substance
and in fact; and that I am not aware of any adverse claim
thereto.

Sworn before me at, this day of
19.

FORM 428.**AFFIDAVIT.**

To be used in Application for Cancellation of a Location.

Affidavit of Applicant.

Ontario, District of To Wit:

I, of the Township, in the Dis-
trict of, yeoman, make oath and say:

1. That I desire to be located for lot number
in the Concession of the Township of

2. That I am informed that the said lot located on the _____ day of _____, A.D. 19____, to one _____,

3. That I know the said lot, and personally visited and examined _____ on the _____ and that there was no person at the time residing thereon; that I did not discover any improvements whatever on the said lot; and that from said examination, and from information which I have received, I verily believe that the said locatee has never occupied or improved the said lot.

4. That as far as I am aware the said locatee is not occupying or improving any other land in the said Township and resides at present at _____

5. And that I have not, neither has any person for me, either directly or indirectly, by purchase or otherwise from the said locatee, or any other person, acquired any interest in said lot.

Sworn before me at _____, in the _____ of _____, this _____ day of _____, A.D. 19____

FORM 429.

Affidavit in Support of Application.

Ontario, _____, District of _____, To Wit,

We, _____, of the Township of _____, in the District of _____, and _____, of the same place, yeomen, each for himself, make oath and say:

1. That I know Lot Number _____, in the Concession of the Township of _____, which _____ located to _____, and that I personally visited and examined the said lot on the _____; that there was no person residing thereon, nor were there any

improvements whatever; and that from said examination and from information which I have received I verily believe that the said locatee has never occupied or improved the said lot.

2. That the said locatee is not, so far as I am aware, occupying or improving any other land in the said Township, and that he resides at _____.

Sworn before me at _____, in the _____, 19____

_____ this _____ day of _____ A.D. 19____

I hereby certify that I have no reason to doubt the statements contained in the foregoing affidavits; and also that I did on the _____ day of _____ mail _____, the locatee of said lots, addressed to _____ Post Office, a letter notifying him of the application for cancellation, and calling upon him to show cause why it should not be allowed, and since then I have not received any reply to the said notice, except _____

Crown Land Agent.

(NEW BRUNSWICK).

The law relating to the granting of Crown Lands in the Province of New Brunswick is found in Consolidated Statutes of New Brunswick, 1903, Chapters 24 and 25, and in Orders in Council dated October, 1907; March, 1908; November, 1912.

FORM 430.

"Petition."

"Labour."

To His Honour the Lieutenant-Governor of New Brunswick, &c., &c., &c.

The Petitioner of _____, of the
Parish of _____, in the County of _____

HUMBLY SHeweth

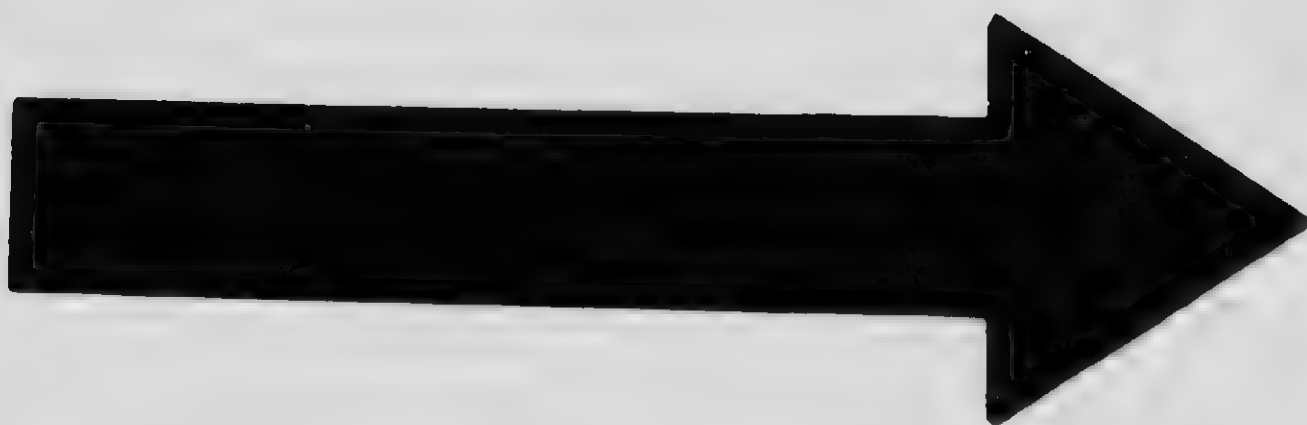
That your Petitioner is of the age of _____ years,
and does not own any other land in the Province:

That he is desirous of obtaining _____ acres of
Crown Lands, situate as follows:

(Description to be full and particular).

*(Not to interfere with the right to cut timber, etc.
under Licenses applied for previous to this application)*

under the provisions of Chapter 11 of the Consolidated
Statutes of Settlement of Crown Lands and bona fide in-
tends to become an actual settler thereon;



MICROCOPY RESOLUTION TEST CHART

ANSI and ISO TEST CHART No. 2.



1.0



2.8



2.5



3.2



2.2



3.6



4.0



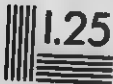
2.0



1.1



1.8



1.25



1.4



1.6



APPLIED IMAGE Inc

1000 S. 10th St. Suite 100
Milwaukee, WI 53204
414-333-4141
Telex: 414-333-4141

And prays your Honour to approve this his petition, and cause the same to be advertised in the *Royal Gazette*.

And as in duty bound your Petitioner will ever pray

(Signature of Petitioner)

(Post Office Address)

Dated this day of A.D. 19 .

County	Parish	Acres	If Vacant	If Surveyed	If improved, by whom claimed and value of improvements

Before me, , one of His Majesty's Justices of the Peace in and for the County of , this day of , 19 , personally appeared the above named, , and made oath that the statements set forth in the foregoing petition are just and true.

.....
Justice of the Peace.

Certificate to be also signed by a Magistrate or the Land Act Commissioner.

I have good reason to believe that this land is only desired for the purpose of immediate settlement and cultivation by the applicant himself.

FORM 431.

*Certificate for Grant.**Labour Act.*

I, _____, a Commissioner under "*An Act to facilitate the settlement of Crown Lands.*" do hereby make oath and say that from my own personal knowledge and inspection, and not from hearsay, that _____ has built a house of not less dimensions than 16 by 20 feet on the foundation, and is at present residing (*and has continued for the last three years to reside*) upon the Lot of Land approved to him in the County of _____, and described as follows:—

That he has paid in full for the same by money or labour and that he has cleared and cultivated not less than ten acres of said Lot.

(*Unless the Labour has been previously reported, details must be here stated. When done—where and at what rate per rod.*)

..... Commissioner.

Sworn to by the above named Commissioner before me
_____, one of His Majesty's Justices of the Peace
for the County of _____, this _____ day of
19 _____.

..... J. P.

I, _____, in the above affidavit named, do make oath that the statement of facts herein set forth, are true in substance and in fact.

..... Settler.

Sworn to by the above named Settler
before me _____,
one of His Majesty's Justices of the
Peace for the County of _____, N.B., this
_____ day of _____ A.D. 19 _____.

..... J. P.

..... County.

FORM 432.*Labour Returns to be Sworn to by the Settler.*

Under the Act to facilitate the Settlement of Crown Lands

I a Commissioner under the above-mentioned
Act, do hereby certify that has performed Labour
as follows, in payment for lot in the Parish of
County of .

On Roads.		On Bridges.		Amount of Com- mission paid	Total Amount	Road or bridge on which work was done and date when work was performed
Roads Rate	Amount	Roads Rate	Amount			
_____	_____	_____	_____	_____	_____	_____

..... Commissioner.

Sworn to by the above-named Settler, before
me, this day of 19 .

.....
Justice of the Peace for County

FORM 433.*Blue Bell Tract.*

Form of Application for Land to be paid for by Instalment.

To His Honour, the Lieutenant-Governor of the Province
of New Brunswick, &c., &c.

The PETITION of _____ of the Parish of _____
in the County of _____

HUMBLY SHEWETH:

That he is of the age of eighteen years or upwards, and does not own any other land in the Province;

That he is desirous of purchasing _____ acres of Crown Land, situate as follows: (*Description to be full and particular*).

(Not to interfere with the right to cut timber, &c., under Licenses applied for previous to this application).

Under the provisions of chapter 25 of the Consolidated Statutes of 1903 and Order in Council of July, 1907, and *bona fide* intends to become an actual settler thereon; and agrees to pay therefor the sum of \$1.00 per acre in four equal annual payments, the first payment to be made with the application.

And prays your Honour to approve this his petition, and cause the same to be advertised in the *Royal Gazette*.

And as in duty bound will ever pray.

(*Signature of Petitioner*)

County	Parish	Acres	If Vacant	If Surveyed	If improved by whom claimed and value of improvements

Before me, _____ one of His Majesty's Justices of the Peace in and for the County of _____ this _____ day of _____ 19____, personally appeared, the above-named _____ and made oath that the statements set forth in the foregoing petition are just and true.

..... Justice of the Peace.

FORM 434.*Certificate for Grant**Blue Bell Tract.*

I, a Commissioner under "An Act to facilitate the settlement of Crown Lands," do hereby make oath and say that from my own personal knowledge and inspection, and not from hearsay, that _____ has built a house of not less dimensions than 16 by 20 feet on the foundation, and is at present residing (and has continued for the last three years to reside) upon the Lot of Land approved to him in the County of _____ and described as follows:— (*description*).

That he has paid in full for the same, and that he has cleared and cultivated not less than ten acres of the said Lot

..... Commissioner

Sworn to by the above Settler before me _____
of His Majesty's Justices of the Peace for the County of _____
this _____ day of _____ 19 _____.

..... J. P.

Sworn to by the above-named Commissioner
before me _____ one of His Majesty's Justices of the
Peace, for the County of _____ N.B., this _____ day
A.D. 19 _____.

..... J. P.

FORM 435.

Form of Application.

Auction.

To His Honour, the Lieutenant-Governor of the Province
of New Brunswick, &c., &c.

THE PETITION of Parish of in the
County of .

HUMBLY SHewETH:

That he is a British subject, and is desirous of Purchasing
acres of Crown Land, situate as follows:

(Description to be full and particular).

*[Not to interfere with the right to cut Timber, etc., under
Licenses applied for previous to this application] under the
provision of Chapter 5, Volume 1, Revised Statutes.*

And in duty bound will every pray.

..... *(Signature of Petitioner.)*

County	Parish	Acres	If Vacant	If Surveyed	If improved, by whom claimed and value of improvements
_____	_____	_____	_____	_____	_____

NOVA SCOTIA.

The Law relating to the granting of Crown Lands in the Province of Nova Scotia is found in the statutes of Nova Scotia, 1910, 10 Edward VII., chapter 4.

FORM 436.

Form of Application by Intending Purchaser of Crown Lands.

To His Honour, The Honourable Lieutenant-Governor of Nova Scotia, &c., &c., &c.

The PETITION of (insert the name of the Petitioner in full length).

Residence.

In the County of
Trade or occupation.

HUMBLY SHEWETH:

That desirous of obtaining by purchase of Crown Lands, situate as follows:

In the County of ; at the price of
That the said (state whether land is improved, and by whom.
If unoccupied and unimproved state it.)

And as in duty bound will ever pray, &c.

DATE:

FORM 437.

Petition for License to Cut Timber.

To His Honour, The Honourable Lieutenant-Governor of Nova Scotia:

The Petition of (Insert the names of the Petitioners in full length).

Residence. of in the County
Trade or occupation.

HUMBIA SHEWETH:

That desirous of obtaining a License to cut
timber on acres Crown Land
situate as follows:

Give definite location.

In the District of

In the County of

That the said petition is for a license to cut

state class of Timber required.

My address is as follows:

Name

County of

Post Office

And as in duty bound will ever pray, &c.

Dated this day of A.D. 19

(Sign

FORM 438.*"Direction for a Survey."*

Department of Crown Lands,

Halifax, N.S.

SIR:

You are hereby required to admeasure and lay out for
the information of the Government the following tracts of
Crown Land:—

and being the same lot applied for by
and you are required to report minutely and distinctly the
situation and quality of the land, and whether any and
what portion thereof, has been occupied or improved, and
by whom: and what in your opinion is the present value of
it, exclusive of improvements, if it be improved: and of
the value of said improvements separately, and also whether
there are any and what mineral deposits therein.

And you will also state whether, as far as you know or can ascertain, there is any and what objection to its being granted to the Petitioner.

I am, Sir,

Your obedient servant,

Deputy Commissioner of Crown Lands

Deputy Surveyor.

County of

FORM 439.

Order for Surveying and Examination under Petition for License to Cut Timber.

Department of Crown Lands.

Halifax, N.S.

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Sir

You are hereby required to advise, lay out, examine and report in prescribed form, for the information of the Government, the following tracts of Crown Lands:

and being the same lot for which a license to cut timber has been applied for by

and you are required forthwith to report minutely and distinctly, according to Plans and to the form of Surveyor's Report prescribed in such cases.

You will also state whether, as far as you know or can ascertain, there is any and what objection to a license to cut timber thereon being granted to the petitioner.

I am, Sir,

Your obedient servant,

.....
Deputy Commissioner of Crown Lands

To

Provincial Land Surveyor.

County of

FORM 440.

License to Cut Timber

License No.

Province of Nova Scotia.

By Authority of Chapter 4, Acts of 1910, and the Regulations made in pursuance thereof.

I do hereby give unto _____, of _____, in the County of _____, and unto his or their agents or workmen, full power and license to cut and remove (class of timber applied for) in and upon that certain lot, parcel or tract of Crown Land, situate lying and being in the District of _____, in the County of _____, and described as follows:

_____ according to the copy of Plan hereto attached, at _____, to hold and occupy the said lands and to remove the _____ class of timber thereon and do all other such matters _____ under and in accordance with said chapter 4 of the Acts of 1910, and the Regulations made or to be made under the said Act and not otherwise.

It is understood and agreed that the said Licensee, his successors, assigns or representatives, shall comply with the said Act and with all Regulations that are or may be established under said Act, and shall submit all returns and settle and pay all dues and other charges when and as required by said chapter 4 of the Acts of 1910, and the Regulations made or to be made thereunder, otherwise the possession of said lands and any timber cut thereon or removed therefrom as well as the product thereof shall be forfeited and the said Licensee, his successors, assigns, or representatives shall be subject to the provisions of the said Act and of the Regulations made or to be made thereunder.

Given under my hand at Halifax, in the Province of
Nova Scotia, this _____ day of _____
in the Year of Our Lord one thousand nine hundred and _____
(in duplicate).

Commissioner of Crown Lands

I do hereby for myself, assigns, and legal representatives
agree to the terms and conditions provided in the above
License, which expires on the _____ day of _____
A.D. 19 _____.

Dated at _____ in the _____
County of _____, this _____
day of _____ A.D. 19 _____.

FORM 441.

Forms in Ontario Act respecting Custody of Documents -
1 Geo. V, c. 27.

Requisition.

To the Registrar of the Registry Division of _____

I, (or we) hereby deposit with you pursuant to the
Custody of Documents Act, the following documents:

Description of Documents	Names of all Parties	Any other person in possession of the documents at the date of deposit, and his name and address.	List in this Registry Division of the documents to which the documents relate.	Particulars of Registration of registered instruments		
				Registry division.	Date	No.

STORY OF DOCUMENTS.

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Dated _____ (in duplicate).

Signed in the presence of me, *C.D.*
to whom the depositor, and *Residence given L.*
residence and occupation are *on Com. or House No. and*
known. *Street.*

A.B. *(Occupation)*

The documents above mentioned, with a duplicate of
the above requisition, are this day received by me

Dated _____

E. F.,

Registrar for

[Geo. V. c. 26, Form 1 Schedule]

Acknowledgment to be put on Duplicate Notice.

The duplicate of above notice or deposit of *(three)* docu-
ments received at the registry office for _____ this
day of _____, 19____, and entry of such deposit
has been made in accordance with The Custody of Docu-
ments Act.

Registrar.

FORM 442.*Declarations of Trust.*

Of Undivided Share of Purchased Land.

Indenture made the day of
between , of , party of the first part,
and , of , party of the second part.

Whereas by deed dated the day of ,
and registered in the registry office of the County of ,
in liber as No. , of , conveyed to the
said party of the first part a certain parcel or tract of
land situate in the of , described
as follows:

And whereas the whole consideration or sum paid by
the said party of the first part for the purchase of the said
land and premises was dollar, of which sum,
one-half part was the money of the said party of the first
part, and one-half part was money belonging to the said
party of the second part, and said purchase was made by
the said party of the first part as to an equal undivided
half part of the said premises as a trustee for and on be-
half of the said party of the second part, as the said party
of the first part doth admit and declare:

Now this indenture witnesseth that in consideration of
the premises it is hereby agreed and declared by and be-
tween the said parties hereto, that the said party of the first
part, his heirs and assigns, doth and shall stand seized of
one undivided half part of the land and premises with the
appurtenances thereof, conveyed by the deed hereinbefore re-
cited, in trust for the said party of the second part, his
heirs and assigns forever, and will convey, lease, or dis-
pose of the same in such manner as he or they shall direct

In witness, etc.

FORM 443.*Of Purchase Money.*

To all to whom, etc., I, A. B., etc. (*as described in the purchase deed*), send greeting:

Whereas, by indenture of, etc., bearing, date, etc., made between C. D., of, etc. (*as described in the deed*) of the one part, and me, the said A. B., of the other part; he the said C. D. for and in consideration of therein mentioned, to be paid to him by me, the said A. B. has granted, and did grant, etc., all that, etc., to hold same to me, the said A. B., my, etc., for, etc., which said premises were heretofore the estate of or in the possession of of

; Now know ye, that I, the said A. B., do hereby acknowledge, testify, and declare, that the sum of above mentioned to be paid to the said C. D. by me the said A. B., as aforesaid, was and is the proper money of E. F., of, etc.; and that the name of me the said A. B. in the said indenture of, etc., is used only in trust for him, the said E. F., his heirs, etc.; and that I and my heirs, etc., shall, at all times hereafter, upon the request, and at the cost and charge of the said E. F., convey and assure unto him the said E. F., his, etc., by a good quit-claim deed, warranting against all claiming under me, the said premises so bargained and sold to me by the said C. D. and all the interest therein that he so conveyed to me.

In witness, etc., this day of A.D. 19 .

Signed, sealed, etc.

FORM 444.*Of a Bond.*

Whereas, in and by an obligation, bearing even date with these presents, C. D. of, *etc.*, stands bound and obliged to me, A. B., of, *etc.*, in the sum of one thousand dollars, conditioned for the payment of five hundred dollars, with interest, in one year from the date hereof, as in and by said obligation appears: Now know all men by these presents, that I, the said A. B., do hereby acknowledge and declare, that the said sum of five hundred dollars, loaned upon said obligation, was the proper money of E. F., of, *etc.*, and not of me the said A. B.; and that the name of me, the said A. B. was used and inserted as obligee in said obligation, only as trustee, and in trust and for the use and benefit of I, the said E. F. (*A power of attorney may be inserted from A. B. to E. F., to receive the money, and a covenant that A. B. will not discharge the bond, or do anything to prevent E. F. from receiving the amount.*)

In witness, etc., this day of A.D. 19

Signed, sealed, etc.

FORM 445.*Of Stock.*

Memorandum. I, A. B., of, *etc.*, do hereby acknowledge and declare, that I am possessed of shares in the capital stock of company, numbered from to inclusive, and that the same were transferred to me in trust for the only use, benefit, and advantage of of, *etc.*, and his legal representatives, and that the said stock was purchased with money which belonged solely to said , and that the certificate of said shares of said stock were taken in the name of me, the said A. B. for

motives of temporary convenience; and that the said stock and all dividends and advantages accruing thereon, are, and shall be held by me and my legal representatives only for the convenience, use, benefit, and advantage of him, the said , and his legal representatives; and, on demand from him or them, I will, and my legal representatives shall assign the same to him or them, and account to and pay over to him or them, all dividends and profits that shall by me or them have been received thereon.

In witness, etc., this day of A.D. 19 .

Signed, sealed, etc.

FORM 446.

By Trustees who have taken a Mortgage for Several Lenders.

Memorandum made this day of 19 .
between and , of ,
hereinafter called the trustees of the first part;
of , of the second part;
of , of the third part; and
of , of the fourth part. Whereas by an Indenture bearing even date with these presents, of (mortgage), in consideration of the sum of dollars paid by the said trustees out of money expressed to belong to them on joint account, the said mortgagor conveyed certain land situate at , in the county of , therein particularly described, to said trustees, to secure the payment to them of the sum of dollars, with interest thereon in the meantime at the rate of per cent. per annum: And whereas the said sum of dollars in the said Indenture expressed to have been advanced by the said trustees was in fact contributed by the several persons, parties hereto of the second, third and fourth parts, and in the proportions or sums follow-

ing, that is to say: the sum of dollars by the said party of the second part; the sum of dollars by the said party of the third part, and the sum of dollars by the party of the fourth part: And whereas the said trustees have, at the request of the several persons by whom the said sum of dollars was loaned as aforesaid, agreed to make and execute such declaration of trust as hereinafter contained. Now these presents witness that in pursuance of the said agreement and in consideration of the premises, the said trustees hereby declare that they and the survivor of them, and the executors and administrators of such survivor, and their or his assigns, shall henceforth stand possessed of and interested in, the said principal sum of dollars secured by the hereinbefore recited Indenture of mortgage, and the interest thereon, upon the trusts following, that is to say: Upon trust out of the moneys which shall be received from time to time under the said mortgage in first place to pay thereout all the costs, charges and expenses of and incident to, the demanding, recovering, and enforcing payment of the said moneys, and of the execution of the trusts of these presents; and subject thereto in trust rateable and pari passu for the several persons by whom the said sum of dollars was contributed, or their respective executors, administrators, or assigns, according to the proportion to the several sums so contributed and advanced by them, respectively as aforesaid: Provided always and it is hereby further declared, that the power of sale and other powers vested by statute in mortgagees, except powers of leasing and agreeing to lease or let, shall be forthwith exercisable, and put in force upon the request in writing of any of the several persons by whom the said principal sum of dollars was contributed as aforesaid, or of any other person or persons for the time being entitled to the whole, or a part, or share of any of the several sums so contributed as aforesaid.

In witness, etc.

FORM 447.

Transfer of Part of Money Secured on a Contributory Mortgage where the Transferor holds a Declaration of Trust Executed to him by the Mortgagees (Written at the Foot of the Declaration of Trust).

KNOW ALL MEN by these presents that I, the above-named A. B., in consideration of the sum of \$ _____ now paid to me by C. D., of &c. (the receipt whereof I hereby acknowledge), do hereby assign unto the said C. D. the principal sum of \$ _____ to which I am entitled under the above-written indenture and the declaration of trust thereby made: And all interest henceforth to become due thereon: To hold the same unto the said C. D. absolutely: And I hereby covenant with the said C. D. that I have not received any part of the sum of \$ _____, and have not done anything whereby I am prevented from assigning the same to him in manner aforesaid.

In witness, etc.

FORM 448.

Of Funds added to Trust Funds Committed in a Settlement

Indenture made this _____ day _____ 19____ between _____ of _____, the party of the first part, and _____, trustees, parties of the second part, supplemental to an indenture dated the _____ day of _____ 19____, made between said _____ party of the first part and his wife, of the one part, and said trustees of the other part being a settlement made in consideration of the then intended marriage, which was shortly afterwards solemnized between the said husband and wife. Whereas the said _____, party of the first part, has trans-

ferred into the hands of the said trustees the several stocks, funds, and securities following, that is to say (*describe them*), to the intent that the same shall be held upon the trusts and with and subject to the powers and provisions hereinafter declared concerning the same: Now this indenture witnesseth, and it is hereby agreed and declared that the said trustees and the survivors or survivor of them, or the executors or administrators of such survivor or other the trustees or trustee of these presents, shall stand possessed of the said several stocks, funds, shares and securities so transferred to them as aforesaid, and the stocks, funds, shares and securities for the time being representing the same and the income thereof upon such trusts, and with and subject to such powers and provisions as are by and in the said principal indentures declared and contained, concerning the trust funds and property therein comprised and thereby settled, or such of the same trusts, powers and provisions as are now or may henceforth be subsisting or capable of taking effect: to the intent that the said several stocks, funds, shares and securities so transferred to the said trustees as aforesaid may form an addition to, and on fund with, the trust funds and property originally settled by the principal indenture.

In witness, etc.

FORM 449.

Municipal Debentures.

Province of Ontario, City of _____ (*or as the case may be*),

Debenture.

Under and by virtue of the (*here set forth enabling Act and By-law No.* _____) of the Corporation of the City _____ passed under the provisions contained in the said Act, the Corporation of the City of _____ promise to pa

DEBENTURES.

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to the bearer (or if registered, then to the registered holder hereof), at in the sum of on the day of A.D. 19 , and the yearly coupons hereto attached as the same shall severally become due.

(If debentures are to be registered add the following provision:

This debenture, or any interest therein, shall not, after a certificate of ownership has been endorsed thereon by the treasurer of this municipal corporation, be transferable, except by entry by the treasurer or his deputy in the Debenture Registry Book of the said Corporation (the City of).

Dated at the City of in the County of this day of A.D. 19 .

(Corporate Seal).

Mayor.

Treasurer.

FORM 50.

School Debenture.

Province of Ontario.

s No

Debenture of the of County of for school loan

The Corporation of the of hereby promise to pay to bearer, at the Bank of at the sum of dollars, in lawful money of Canada, years from the date hereof; and to pay interest at the rate of per cent, per annum, half yearly, to the bearer of the annexed coupons, respectively, upon the presentation hereof at the said Bank.

Issued at this day of 19 ,
 by virtue and under the authority of The Public Schools Act,
 of Ontario, and pursuant to By-law No.
 of said of passed on the day of
 A.D. 19 , intituled "A By-law to raise by way
 of loan the sum of dollars for the purpose therein
 mentioned" (or as the case may be).

A. B., Reeve (or Mayor),

C. D., Treasurer

Coupon No. .
 The Corporation of the of
 will pay to the Bearer at the Bank
 of at on the day
 of the sum of dollars, in-
 terest due on that day on Debenture No. .

C. D., Treasurer.

FORM 451.

Debenture of Loan Company.

Authorized Capital \$. Debenture No. .

Issued under Authority of (set forth statute)

The Company promise to pay to
 the of dollars, on the day of
 19 , at the Bank at with interest
 at the rate of per cent. per annum to be paid
 half yearly on the days of and
 in each year, on production of the proper coupons for
 same as hereunto annexed.

Dated at , this day of .

FORM 452.*First Mortgage Bond.*

The _____ Company,
Incorporated under (set forth enabling Act).
Number _____

The _____ Company, for value received, hereby
promise to pay to the bearer, or if registered, then to the
registered holder hereof, the sum of _____ dollars in gold
coin, or its equivalent of lawful money of Canada, on the
day of _____ 19____ (subject to previous re-
demption of this bond, in accordance with the conditions of
the Mortgage below mentioned, and the endorsement hereon)
at _____ in the City of _____, with interest thereon
at the rate of _____ per cent. per annum payable half yearly
at the said place, in like money, on the _____ day of _____
in each year, on presentation and surrender of
the interest coupons hereto annexed as they
severally become due and payable.

This bond is one of a series, and each of like date, tenor,
and effect, issued and to be issued, to an aggregate not ex-
ceeding _____ dollars, for the security of which and the
interest thereon the undertaking, franchises, privileges, rents,
revenues, tolls, income, assets, and real and personal prop-
erty of the Company, at any time acquire, both present and
future, are mortgaged to _____ of _____ and
of _____ as trustees by a mortgage bearing even
date herewith. Each holder of the said bonds shall be
deemed to be a mortgagee or encumbrancee upon the said
securities pro rata with all the other holders, and no proceed-
ings shall be taken to enforce payment of the said bonds,
or of the interest thereon, except through the said trustees.
This bond shall pass by delivery, but may, at the option of
the holder, be registered, and while so registered, shall be
transferable only by written transfer, registered in the same
manner as in the case of the transfer of shares, and as pro

vided in the said mortgage. A transfer in favour of the bearer may subsequently be registered, after which it will be transferable by delivery until again registered in the name of the holder. If the Company makes default in paying the principal or interest of this bond, when the same becomes due, then at the next annual general meeting of the Company, and at all subsequent meetings, the registered holder of this bond, if the same is still in default, shall in respect thereof bear the same right and privilege and qualification for being elected a director and voting at general meetings as would attach to him if he were a shareholder holding full-paid-up shares of the company to the amount of this bond, but subject to the provision of the Act incorporating the Company. This bond is subject to the condition hereon endorsed. This bond shall not become obligatory until it shall have been certified by the trustees, or their successors in the trust.

In witness whereof, etc.

FORM 453.

Endorsements on the Above Bond.

Certified

Trustees.

(also) Condition.

This bond is subject to be redeemed at par, in pursuance of the within mentioned mortgage as follows:

On the day of in each of the next years preceding the year ending on the day of A.D. 19 , the Company shall redeem per cent. of the whole issue of bonds. The bonds to be redeemed each year shall be determined by lot, and the result of the lot in each case shall be published in the by advertisement at least times in a daily paper, least days before the time of redemption, from which time interest on the bonds designated shall cease to accrue. Notice of such result shall also be mailed to the registered address of any registered holder of any bond to be redeemed.

DEEDS.

FORM 454.

Deeds.

Conveyance under 10 Edward VII, Ontario, chapter 51.

This Indenture made the day of 19 ,
between (here insert names of parties and recitals of them),
witnesseth, that in consideration of dollars of lawful
money of Canada, now paid by the said grantee to the said
grantor (the receipt whereof is by him acknowledged), he,
the said grantor, as Beneficial Owner, doth convey unto the
said grantee in fee simple (or otherwise as the case may be)
all, etc. (description of parcels).

In witness whereof, the said parties hereto have here-
unto set their hands and seals. In presence of

FORM 455.

Form of Transfer by Endorsement.

I, the within named A. B., in consideration of \$
paid to me by C. D., of, etc., transfer to C. D., of, etc., the
within mentioned land.

ss:

X. Y.

(Signature).

(No seal necessary).

FORM 455a.*Deed with Dower.*

This Indenture made (in duplicate) the day A.D. 19 , in pursuance of the Short Form of Conveyances Act:

Between of the first part; wife of the said party of the first part, of the second part; and of the third part.

Witnesseth that in consideration of of lawful money of Canada, now paid by the said part of the third part, to the said party of the first part (the receipt whereof is here by him acknowledged) the said party of the first part do grant unto the said part of the third part, heirs and assigns for ever.

All singular th certain parcel or tract of land and premises, situate, lying and being (*description*).

To have and to hold unto the said part of the third part, heirs and assigns, to and for

their sole and only use for ever; subject, nevertheless, to the reservations, limitations, provisoes and conditions expressed in the original grant thereof from the Crown

The said part of the first part covenant with the said part of the third part, that he the right to convey the said lands to the said part of the third part notwithstanding any act of the said part of the first part.

And that the said part of the third part shall have quiet possession of the said lands, free from all incumbrances.

And the said part of the first part, covenant with the said part of the third part, that he execute such further assurances of the said lands as may be requisite.

And the said part of the first part covenant
with the said part of the third part that ba
done no act to encumber the said lands.

And the said part of the first part release
to the said part of the third part all claims
upon the said lands.

And the said part of the second part, w
the said part of the first part, hereby bar
in the said lands.

In witness whereof, etc.

Signed, sealed, etc.

FORM 456.

SPECIAL CLAUSES IN DEEDS.

Reservations

Of Right of Way.

Excepting and reserving unto the said grantor, his heirs
and assigns, full and free right and liberty at all times here-
after, in common with all other persons who may hereafter
have the like right, to use said passageway at all times and
for all purposes connected with the use and occupation of the
said grantor's other lands and houses adjoining the same.

FORM 457.

Of Right to Use Well.

Excepting and reserving unto the said grantor, his heirs
and assigns, the sole and exclusive right and liberty at all
times hereafter of using the water from the well on the

granted premises for domestic purposes only: with liberty from time to time with workmen to enter upon the said lands to repair, cleanse and maintain the said well and the pipes leading therefrom to the grantor's house, making to the grantee full compensation for all damage done to the surface of said lands.

FORM 458.

Of Right to Lay Sewers and Pipes.

Excepting and reserving to the grantor, his heirs and assigns the right at any time to lay down and construct sewers, drains and water-pipes in and upon the said premises and to keep and maintain the same for the convenience of the grantor's other land and buildings adjoining the granted premises.

FORM 459.

With Right in Passageway in Common with Others.

Together with the right to use the said passageway in common with the said grantor, his heirs and assigns, and the owners and occupiers for the time being of all other houses adjoining said passageway.

FORM 460.

With Right of Way Subject to Liability to Repair.

Together with full liberty at all times hereafter, and for all purposes, with or without horses, carts, carriages or

waggons, to pass and re-pass, and to drive cattle, sheep and other animals over and upon the said road delineated on said plan, the said purchaser, his heirs, executors, administrators and assigns from time to time paying their due proportion with other owners whose land abuts upon said road, according to the extent of his or their frontage, at the expense of maintaining the said road, and of the fences adjoining the same in proper repair, until the same shall be accepted and laid out by the town or other local authority.

FORM 461.

With Right to Use Drains.

Together with the right to enter and use all sewers and drains now or hereafter made or passing under or along any of the streets adjoining said land, or in or upon the adjoining premises belonging to the Vendor.

FORM 462.

DESCRIPTIONS.

Of a Mill.

All that mill and factory situate on _____ street,
 _____, in the county of _____, commonly
 called the _____ mill, with the boilers, furnaces, engines, gearing,
 runs and shafts thereunto belonging, with all the fixtures
 and about the said mill, and also all the several ware-
 houses, cottages and parcels of land on which said mill and

buildings stand, bounded and described as follows, etc.; all which are delineated on a plan made by _____, Surveyor, dated the _____ day of _____, 19____, and to be delivered and registered herewith.

FORM 463.*Of Undivided Half.*

All that undivided moiety or equal half part or share of the grantor of and in all that parcel of land, etc.

FORM 464.*Or Reversion after Life Tenancy.*

All that remainder or reversion in fee simple of the said grantor to take effect upon the decease of _____ tenant for life, of and in all that parcel of land, etc.

FORM 465.*With Engine and Machinery.*

Together with the steam-engine, machinery, fixtures and works attached to the mill, factory, workshop and buildings upon the premises hereinbefore described.

FORM 466.*Of an Irregular Piece of Land.*

All that parcel of land situate, etc., bounded and described as follows: Commencing on the westerly side of the road running from _____ to _____, by land now or late of _____ : thence running south-westerly _____ feet, by land of said _____ : thence turning and running in a curved line northerly by a fence separating the granted premises from other land of the grantor, _____ feet: thence turning and running south-easterly in a straight line by other land of the grantor _____ feet to said road: thence turning and running southerly by said road _____ feet to the point of beginning: containing, according to a recent survey, _____ square feet. All of which premises are delineated on a plan made by _____, Surveyor, dated the _____ day of _____, and to be registered herewith.

FORM 467.*Of a Farm.*

All that parcel of land, with the farm-house, barns and outbuildings thereon, known as the _____ farm, situate in the town of _____, and county of _____, containing in the whole _____ acres, more or less, bounded and described as follows, namely, etc.

FORM 468.

COVENANTS.

Not to Use for Trade.

That said premises, or any buildings to be erected thereon, shall not at any time be used for the purpose of any

trade, manufacture, or business of any description, or as a school, hospital, or other charitable institution, or as a hotel or place of public resort.

FORM 469.

Not to Carry on an Offensive Business.

That no building shall at any time be erected on the said premises for manufacturing purposes, and that no manufacture or work of an offensive, dangerous or noisy kind shall be carried on upon the same, nor shall anything be done thereon, which may be, or become an annoyance or nuisance to the said grantor, his heirs or assigns, or to the neighbourhood.

FORM 470.

No Building Except a Private Dwelling-house.

That no building shall be erected on said premises except a private dwelling-house and out-buildings thereof, and no building erected thereon shall at any time be used except for such purpose.

FORM 471.

Not to Make Windows Overlooking Grantor.

That no window, door, or opening shall at any time within _____ years from the date of these presents be made on the _____ side of any building which may be erected on the said premises so as to overlook the dwelling-house and premises now in the occupation of the grantor.

FORM 472.*To Erect a Dwelling-house of a Certain Cost.*

And the said grantee doth hereby for himself, his heirs and assigns, covenant with the said grantor, his heirs, executors and administrators, that he will, within _____ years from the date of these presents, at his own cost, and under the inspection and to the satisfaction of the architect or surveyor of the said grantor, his heirs or assigns, erect and finish in a good, substantial and workmanlike manner, upon the parcel of land hereby conveyed, one dwelling-house at the cost of _____ dollars, at least, exclusive of any stable or out-buildings.

FORM 473.*As to Setting Buildings Back from the Street.*

That no building, except a boundary fence not more than _____ feet high, made of materials and a design to be approved by the said grantor, his heirs or assigns, shall at any time be erected on the said premises within _____ feet of the street adjoining the same.

FORM 474.*To Keep Building Lines.*

That the front wall of any house or building to be erected on said premises, shall be in a line with the building line marked on said plan _____ feet distant from _____ street and parallel therewith; and no building or erection of any kind, excepting bay windows, verandahs, porches, similar structures, shall be erected on any portion of the said premises which lies between the building line and the _____ feet marked on said plan.

FORM 475.**HABENDUM.***To Hold as Partnership Property.*

To have and to hold, etc., unto the said _____ at _____, their heirs and assigns, as joint tenants and partners, as part of their co-partnership estate, so that after the death of either of them the said partners, the survivor of them, or their heirs, executors, or administrators of such survivor, shall have full power, without the concurrence of the executors or administrators of the one of them so first dying, to sell, mortgage, lease, or otherwise dispose of the premises, or any part thereof, and to receive and give effectual discharges for any moneys arising from any such disposition, and that every such disposition or receipt shall be absolutely binding upon all persons having or claiming any interest in the particular estate.

FORM 476.*Habendum as to Land, and as to Movable Persons' Property.*

To have and to hold the said mill, land and buildings, steam-engine and boilers, and all such parts of said mill machinery and premises hereinbefore granted as are of the estate or fixtures thereto, unto the said _____, their heirs and assigns, to his and their use forever, and to hold all such parts of the said mill-gear, machinery and premises hereinbefore expressed to be granted and assigned, as are not of the nature of fixtures, unto the said _____, his executors, administrators and assigns.

FORM 477.*To Uses to be Declared.*

To have and to hold, etc., unto the said _____, his heirs and assigns to the uses and upon the trusts and with the powers and provisions hereinafter limited, declared and expressed concerning the same.

FORM 478.*To Trustees as Joint Tenants.*

To have and to hold, etc., unto the said partners of the second part as joint tenants, and not as tenants in common, their successors, heirs and assigns forever, in trust, nevertheless for the purposes following, that is to say, etc.

FORM 479.*To Trustees under a Will Directing Purchase of Real Estate.*

To have and to hold, etc., unto the said _____ and _____, their heirs and assigns and successors in said _____, as joint tenants, upon such of the trusts and subject to such of the provisions and powers contained in the said _____ of _____ concerning real estate thereby directed to be purchased, as are now capable of taking effect.

FORM 480.

Subject to a Mortgage, which Grantee Assumes.

The said premises are conveyed subject to a mortgage thereof made by _____, of _____, dated the _____ day of _____, and registered in the registry office for the county of _____, as No. _____, for the sum of _____ dollars, which said sum with interest thereon from the day of _____ last, remains unpaid, and the said grantee hereby agrees to assume and pay the same as part of the consideration of this conveyance.

FORM 481.

Subject to Lease.

Which said premises are sold subject to a lease thereon made by _____ to _____, bearing date the _____ day of _____ 19____, for the term of _____ years, at yearly rent of _____ dollars.

FORM 482.

Subject to Life Estate.

Which said premises are conveyed subject to an estate life devised to _____, of _____, by will of _____, which said will was proved and allowed by the probate Court in and for the county of _____ on the _____ day of _____ 19____.

FORM 483.

Subject to Contribution for Maintaining Roads.

Subject to the obligation of contributing and paying a due proportion of the expense of making, maintaining and repairing said roads, ways, sewers and drains until the same shall be accepted by and taken into the charge of the said town, such proportion to be according to the extent of frontage on said roads and ways or, in case of dispute, to be determined by the Surveyor for the time being of the said grantor, his heirs and assigns.

FORM 484.

Deed of Bargain and Sale.

This Indenture, made in duplicate the _____ day of _____ A.D. 19____, between _____

Witnesseth, that the said part _____ of the first part, in consideration of the sum of _____ dollars of lawful money of Canada, to _____ paid by the said part _____ of the _____ part (the receipt whereof is hereby acknowledged), do by these presents, grant, bargain, sell, convey and confirm unto the said part _____ of the _____ part, _____ heirs and assigns, all and singular the _____ certain parcel _____ or tract of land and premises situate, lying and being in the _____

Together with all and singular the rights, members, easements, privileges and appurtenances thereto belonging or appertaining; and all reversions, remainders, rents, issues and profits thereof; and all the estate, right, title, interest, both at law and in equity, of _____ the said part _____ of the _____ part of, in, to or out of the said lands hereditaments and premises, and every part thereof; to have and to hold the hereditaments and premises, and all and singular the premises hereby conveyed unto the said part _____ of the _____ part heirs and assigns for ever. Subject, nevertheless, to the reservations, limitations, provisoes and conditions expressed in the original grant thereof from the Crown.

And the said part of the first part do hereby
for heirs, executors and administrators, covenant, pro-
mise and agree, to and with the said part of the
part, heirs and assigns in manner following, that is to
say, that the said part of the first part, at the
time of the enrolling and delivery hereof stand solely,
rightfully and lawfully seized of a good, sure, perfect, abso-
lute, and indefeasible estate of inheritance, in fee simple,
and in the hereditaments and premises hereinbefore de-
scribed, with their and every of their appurtenances, and of
and in every part and parcel thereof, without any manner of
reservations, limitations, provisoes, or conditions (other than
as aforesaid), or any other matter or thing, to alter, charge,
mangle, encumber or defeat the same; and also, that
the said part of the first part now ha good right,
full power, and lawful and absolute authority to grant and
convey the said hereditaments and premises and every part and
parcel thereof with the appurtenances, unto the said part
of the part, heirs and assigns in manner and
form aforesaid.

And also, that the said part of the first part hath
not, at any time heretofore, done, executed, committed, or
suffered any act, deed, matter, or charge whereby these here-
ditaments and premises hereby conveyed have been or may be
in anywise impeached, charged or encumbered.

And also, that it shall and may be lawful to and for the
said part of the part, heirs and assigns, peace-
ably and quietly to enter into, occupy, possess, and enjoy the
aforesaid hereditaments and premises, with the appurtenances
without the let, interruption, or denial of the said
part of the first part heirs or assigns, or any
other person or persons whomsoever, and free and clear, ex-
onerated, and discharged of and from all arrears of taxes, an-
assessments whatsoever, due or payable upon or in respect
the said hereditaments and premises, or any part thereof
and of and from all former conveyances, mortgages, right-
annuities, debts, judgments, executions, and recognizances.

and of and from all manner of other charges and encumbrances whatsoever; and lastly, that the said part of the first part, heirs and assigns, and all and every other person or persons whomsoever, having or lawfully claiming, or who shall or may have or lawfully claim any estate, right, title, interest or trust, of, in or out of the lands, hereditaments, and premises, hereby conveyed, with their appurtenances, or any part thereof, by, from, or under, or in trust for the said part of the first part heirs or assigns, shall and will from time to time, and at all times hereafter, at the proper costs and charges in the law of the said part of the part, heirs and assigns, make, do, suffer, and execute, or cause or procure to be made, done, suffered, and executed, all and every such further reasonable acts, deeds, conveyances, and assurances in the law, for the further and the more perfectly and absolutely conveying and assuring of the said hereditaments and premises, with the appurtenances unto the said part of the part heirs, or assigns, as by the said part of the part heirs or assigns or their counsel learned in the law, shall be lawfully and reasonably devised or required.

AND THIS INDENTURE WITNESSETH, that the said wife of the said for and in consideration of the sum of one dollar of lawful money of Canada to her in hand paid by the said at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, remised and released, and by these presents doth grant, remise, and release unto the said his heirs and assigns all her dower, and right and title to dower, which she now hath, or which, in the event of her surviving her said husband, she might or would have to dower, in, to, or out of the lands and premises hereby conveyed or intended so to be.

In witness, etc.

Signed, sealed, etc.

FORM 455.*Deed by Executor.*

This Indenture made in duplicate the day of
 A.D. 19 Between the execut
 the last will and testament of late of
 deceased, of the first part, and of the second part

Whereas, the said was at the time of
 decease seized in fee simple, or otherwise well entitled to the
 real estate and premises hereinafter specified and described
 and before decease did duly make and publish
 writing last will and testament, bearing date the da
 of in the year of our Lord one thousand nine hundred
 and , thereby authorizing and empowering sa
 execut to execute and give deeds of conveyance to
 his real estate.

And whereas the said departed this life on the
 day of in the year of our Lord, one thou
 sand nine hundred and without revoking or other
 wise altering or cancelling the said Will.

Now THIS INDENTURE WITNESSETH, that in pursuance
 the powers vested in the said part of the first
 part, by virtue of the said will and in consideration
 of the sum of of lawful money of Canada to
 in hand paid by the said part of the second part, the
 receipt whereof is hereby acknowledged, the sa
 part of the first part in fiduciary character
 aforesaid do grant, bargain, sell, assign, convey
 and confirm unto the said part of the second part, and
 heirs and assigns for ever

ALL AND SINGULAR, that certain parcel or tract
 land and premises, situate, lying and being

TOGETHER with all the estate, right, title, and interest
 of the said part of the first part, in character
 aforesaid therein.

To
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To HAVE AND TO HOLD THE SAME unto the said part of the second part, heirs and assigns for ever

AND the said part of the first part for do hereby covenant, promise and agree to and with the said part of the second part heirs and assigns, that the said part of the first part ha not

at any time heretofore made, done, committed or executed, or wittingly or willingly suffered any act, deed, matter or thing whatsoever, whereby or by means whereof, the said parcel or tract of land and premises hereinbefore mentioned or described, or any part or parcel thereof are, is, or shall or may be in any wise impeached, charged, affected, or encumbered, in title, charge, estate, or otherwise, howsoever.

And that will, in fiduciary character aforesaid, execute such further assurances of the said lands as may be requisite.

In witness, etc.,

Signed, sealed, etc.

FORM 486.

Deed Under Power of Sale.

This Indenture, made (in duplicate) the day of , 19 , in pursuance of the Short Forms of Conveyances Act.

Between hereinafter called "the Grantor" of the first part, hereinafter called "the Grantee" of the second part.

Whereas by a mortgage bearing date the day of 19 , and duly registered in the registry office of the as number , mortgaged the lands hereinafter particularly described unto hereinafter called the Grantor for securing payment of the sum of and interest as therein mentioned, which mortgage was expressed to be in pursuance of the Short Forms Act, and contained a proviso that in case the said

should make default in payment of principal or interest on
month the said Grantor
notice to the said might enter on
or sell the said lands.

And whereas it is further provided in and by
mortgage, that on any default in the payment of interest, the
whole of the principal should become due and payable

And whereas default has been made in payment of the
said sum of

And notice of intention to sell the said lands and
premises has been duly given to the said

And whereas the said lands have been advertised for sale
pursuant to the said power contained in said mortgage, by
public auction, at by advertisement thereof inserted
in the newspaper and by posters, etc.,
for the space of

And whereas the said lands being put up and offered for
sale at public auction, pursuant to such advertisement there-
as aforesaid, the said Grantee was the highest bidder, and
became the purchaser of said lands, at and for the sum
price of

Now this Indenture witnesseth that in pursuance of the
premises, and in consideration of the said sum of
lawful money of Canada, now paid by the said Grantee to
the said Grantor (the receipt whereof is hereby by
acknowledged). The said Grantor by virtue and in exercise
of the said aforesaid power of sale and of all other powers
thereunto enabling, do grant unto the said Grantee
heirs and assigns for ever:

All and singular, the certain parcel or tract
land and premises, situate, lying and being

To hold unto the said Grantee heirs and assigns
to and for their sole and only use, for ever.

The said Grantor covenants with the said Grantee that
the said mortgage security is now in full force unprejudiced
and unreleased in whole or in part, and that default has

happened as aforesaid in the payment of the money due thereby.

And the said Grantor covenants with the said Grantee that he has done no act to incumber the said mortgaged premises, or the said lands.

And the said Grantor releases to the said Grantee all claims upon the said lands.

In witness, etc.,

Signed, sealed, etc.

FORM 487.

Deed by Building Society under Power of Sale.

This Indenture made the day of A.D. 19 , in pursuance of the Short Forms of Conveyances Act. Between the Loan and Savings Society, of the city of in the county of of the first part, and of in the county of of the second part,

Whereas, by Indenture of mortgage, dated the day of A.D. 19 , and made between of in the county of of the first part his wife of the second part, and the said Society of the third part, the said for and in consideration of the sum of advanced and paid to him by the said Society, did convey and assure unto the said Society the land and premises hereinafter described and set out. To hold the same with the appurtenances unto the said Society their successors and assigns to the use of the said Society, their successors and assigns for ever, and in which said Indenture of Mortgage is contained an express condition that if the said should well and truly pay to the said Society, their successors or assigns the said sum of money, interest and charges in equal instalments of on the first day of

each month during the term of _____ months until the said sum of money, interest and charges should be fully paid, and also during the whole time aforesaid pay to the said Society, their successors and assigns all other monthly payments and contributions for, upon, or in respect of the shares therein mentioned, and also all fines and other charges whatsoever imposed or thereafter to be imposed by the said Society and their successors upon the said _____ his heirs, executors, administrators, and assigns, as a member or members of the said Society, or upon the _____ shares therein mentioned, or for, upon, or in respect of any default or breach of any of the rules and regulations or by-laws of the said Society by the said _____ his heirs, executors, administrators and assigns, without any deduction or abatement whatsoever, and also all taxes, assessments, premiums of insurance, interest thereon, and other charges for, upon or in respect of the said premises and every part thereof, then the said presents and everything therein contained should be void. And whereas it was in and by the said Indenture of Mortgage agreed that if default should happen to be made for the space of six months in payment of the said monthly subscriptions, fines, and forfeitures, or any of them, or of any part thereof at the days and times at which the same were thereinbefore covenanted to be paid contrary to the true intent and meaning of the said proviso, it should and might be lawful for the said Society, their successors or assigns without any previous demand or possession, peaceably, and quietly to enter in and take possession of the lands and premises thereinbefore described with their appurtenances or of any part thereof, and to collect, have, receive, and take the rents, issues, and profits thereof, and without any notice to the said _____ his heirs or assigns, and at the discretion of the said Society to sell and absolutely dispose of the said lands and premises or any part thereof, either altogether or in parcels or lots, and either by public sale or private contract, or partly by each of these means, and on such terms as should seem to the said Society, its successors or assigns, most advantageous for the interest of

the said Society, and for such price or prices as could be reasonably obtained for the same.

And whereas, the said hath made default in payment for six months, and more of the said instalments of , as are in and by the said hereinbefore in part recited Indenture of Mortgage covenanted to be paid as aforesaid. And whereas the said Society, under and by virtue of the said hereinbefore recited Power of Sale, did on the day of A.D. 19 , sell by public auction at the of the lands and premises hereinafter described to the said at and for the price or sum of , he being declared the highest bidder therefor.

NOW THIS INDENTURE WITNESSETH, that in consideration of the premises and of the sum of of lawful money of Canada, now paid by the said party of the second part to the said Society (the receipt whereof is hereby, by the said Society acknowledged), they, the said Society, do grant unto the said party of the second part, his heirs and assigns forever, all th certain parcel of land and premises situate in the

To have and To Hold unto the said party of the second part, his heirs and assigns to and for his and their sole and only use forever.

The said Society covenant with the said party of the second part, that they have the right to convey the said lands to the said party of the second part notwithstanding any act of the said Society.

And that there has been default made for six months, and more, in payment of the instalments mentioned in the said hereinbefore in part recited Indenture of Mortgage. And that they, the said Society, will execute all such further assurances of the said lands as may be requisite at the costs and charges of the said party of the second part. And that they, the said Society, have done no act to incumber the said lands.

In witness, etc.,

Signed, sealed, etc.

FORM 488.*Tax Deed.*

To All to Whom these Presents shall come:

We, _____, of the _____ of _____,
 esquire, warden (*or mayor*), and _____, of the _____
 of _____, esquire, treasurer of the county (*or city, or town*) of _____, Send Greeting:

Whereas by virtue of a warrant under the hand of the warden (*or mayor*) and seal of the said county (*or city, or town*), bearing date the _____ day of _____ in the year of our Lord, one thousand nine hundred and _____, commanding the treasurer of the said county (*or city or town*) to levy upon the land hereinafter mentioned for the arrears of taxes due thereon, with his costs, the treasurer of the said county (*or city, or town*) did, on the _____ day of _____ 19____, sell by public auction to _____ of _____, in the county of _____, that certain parcel or tract of land and premises hereinafter mentioned, at and for the price or sum of \$ _____ of lawful money of Canada, on account of the arrears of taxes alleged to be due thereon up to the _____ day of _____, in the year of our Lord, one thousand nine hundred and _____, together with costs.

Now know ye, that we, the said _____ and _____, as warden (*or mayor*) and treasurer of the said county (*or city or town*) in pursuance of such sale, and of the Assessment Act, and for the consideration aforesaid, do hereby grant, bargain and sell unto the said _____, his heirs and assigns, all that certain parcel or tract of land and premises containing _____ being composed of (*describe the land so that the same may be readily identified*).

In witness whereof, we the said warden (*or mayor*) and treasurer of the said county (*or city, or town*), have hereunto set our hands and affixed the seal of the said county (*or city, or town*), this day of in the year of our Lord, one thousand nine hundred and and the clerk of the county (*or city, or town*) council has countersigned,

A. B. Warden (*or Mayor*).

C. D., Treasurer. (Corporate
Seal).

Countersigned:

E. F., Clerk.

FORM 489.

Covenant Concerning Light.

This Indenture made the day of A D 19 . Between A. B., of the one part, and C. D., of the other part.

Whereas the said C. D. is seized in fee of a house, messuage and garden, No. 1, street, in and the said A. B. is possessed of an adjoining house, messuage and garden, No. 2 street, aforesaid, for an unexpired term of about years; and whereas the said C. D. has recently opened three windows in a portion of No. 1, overlooking and deriving their light over a portion of the garden and yard of No. 2, and whereas the said A. B. does not desire that the said C. D. his heirs or assigns, should acquire an indefeasible right to derive light for the said windows over any part of No. 2, during the residue of the said term, but does not desire to obstruct such light for in order to prevent such right accruing; and whereas the said C. D. only desires that he, his heirs and assigns, shall enjoy

the said light till an interruption thereof should arise from new buildings, or other permanent improvements. Now this Indenture witnesseth as follows:

1. That said A. B. for himself, his heirs, executors, administrators and assigns, covenants with the said C. D. his heirs and assigns, that the said A. B., his executors, administrators, and assigns, will not obstruct the light to the said windows, save by new buildings or other permanent improvements.

2. And the said C. D., for himself, his heirs, and assigns, covenants with the said A. B., his executors, administrators, and assigns, that the said C. D., his executors, administrators, or assigns, may, at any time hereafter, by building or other permanent improvements, obstruct the light to the said windows, without let or hindrance on the part of the said A. B. his heirs and assigns.

In witness whereof, etc.

Signed, sealed, etc.

FORM 490.

Deed of a Watercourse.

This Indenture, made, (*here insert the date, parties, etc.*) Whereas the said and at the time of the sealing and delivery of these presents, are respectively seized in fee, of and in two contiguous tracts, pieces, or parcels of land, with the appurtenances, in the township of aforesaid: And whereas there is a dam and race or watercourse built, erected and made, in and upon a certain run or stream of water (*called*) within the land of the said for watering, over

flowing and improving meadow ground thereon. Now this Indenture witnesseth that the said , for divers good causes and considerations, and more especially for and in consideration of the sum of one dollar, to him in hand paid by the said at or before the sealing and delivery hereof, the receipt whereof he doth hereby acknowledge, hath granted, bargained, sold, released, and confirmed, and by these presents doth grant, bargain, sell, release, and confirm unto the said , and to his heirs, and assigns, all the water of the said run or stream of water, to be led and conveyed from the said land of the said for the space of four days in every week, to wit, from Tuesday evening at sunset, to Saturday evening at sunset, from the first day of April to the first day of October, yearly and every year, for the watering, overflowing and improving of meadow ground on the land of the said together with free ingress, egress, and regress to and for the said his heirs and assigns, and his and their workmen, with horses, carts, and carriages, at all convenient times and seasons, through the land of the said his heirs, and assigns, in and along the banks of the said dam and race or watercourse, for the amending, cleansing, and repairing the same, with liberty and privilege, for that purpose, to give and take stones and earth from the adjacent land of the said when and as often as need be or occasion require. To have and to hold, all and singular the premises and privileges hereby granted, or mentioned, or intended so to be, with the appurtenances, unto the said to the only proper use and behoof of the said , his heirs and assigns for ever, he or they paying one moiety or half part of the expenses which from time to time may accrue, in supporting, cleansing and repairing the dam and watercourse aforesaid

In witness, etc.,

Signed, sealed, etc.

FORM 491.

Deed of Right of Way.

This Indenture made this day of A.D. 19 . Between of of the one part, and of aforesaid, of the other part witnesseth, that the said for and in consideration of the sum of lawful money of Canada, unto him well and truly paid by the said at and before the enrolling and delivery hereof, the receipt whereof is hereby acknowledged, hath granted, bargained, and sold, and by these presents doth grant, bargain, and sell unto the said his heirs and assigns the free and uninterrupted use, liberty, and privilege of, and passage in and along a certain alley or passage of feet in breadth by feet in depth, extending out and from (*describing the direction of the way*); together with free ingress, egress, and regress to and for the said his heirs and assigns, and his and their tenants, under-tenants (*if for a carriage-way here add, "with carts, vehicles, carriages, horses, or cattle as by him or them shall be necessary and convenient"*), at all times and seasons forever thereafter, into, along, upon and out of the said alley or passage-way in common with him, the said his heirs and assigns, and his and their tenants or under-tenants: To have and to hold all and singular the privileges aforesaid to him the said his heirs and assigns, to his and their only proper use and behoof, in common with him, the said his heirs and assigns, aforesaid. (*Here add, if desired, "subject, nevertheless, to the moiety or equal part of all necessary charges and expenses, which shall from time to time accrue, in paving, mending, repairing, and cleansing the said alley or passage-way"*).

In witness, etc.,

Sign'd, sealed, etc.

FORM 492.*Deed of Exchange.*

This Indenture, made the day of A.D. 19 . Between of of the one part, and of of the other part, Witnesseth, that the said hath given and granted, and by these presents doth give and grant, unto the said one field or close of freehold land, called or known by the name of , etc., with all and every their appurtenances, situate, lying, and being in in the county of for and in exchange of and for all the lands, tenements and hereditaments of the said called or known by the name of in aforesaid, in the said county of to have and to hold the said field or close to the said heirs and assigns forever, for, and in exchange of, and for the said lands, tenements, and hereditaments, called in aforesaid with the appurtenances. And the said doth covenant, etc.: (against encumbrances). And the said hath likewise, on his part, given and granted, and by these presents doth fully, freely, and absolutely give and grant, unto the said his heirs and assigns, all those lands, tenements, and hereditaments, aforesaid, with the appurtenances, called or known by the name of situate, lying and being in aforesaid, in the said county of to have and to hold the said lands, tenements and hereditaments, etc., to the said his heirs and assigns, forever, for and in exchange of and for the said field or close of land, etc. And the said doth covenant, etc. (against incumbrances). Provided always, nevertheless, and these presents be upon this condition, and it is the true intent and meaning of the parties hereunto, that if it shall happen that either of the said parties to these presents, their executors, administrators, or assigns, shall at any time hereafter during the said respective terms above granted, by colour or means of any former or other gift, grant, bargain, or sale, or other-

whereby, ever, be ousted, or evicted of and from the possession of the said messuages or tenements, and other the premises, so respectively granted in exchange, as at or said, or any part thereof, then and in such case, these presents shall void, null and thing therein contained, shall be utter void and of none effect, and then and thenceforth it shall not may be lawful to and for the party or parties so ousted, evicted, into and to their said former messuage or tenement and premises, with all and singular the appurtenances to or from, and to the same to have again, to possess, and enjoy, as they had them before, as late or estates, anything here contained to the contrary thereof in any wise notwithstanding.

In witness, etc.

Signed, sealed, etc.

FORM 493.

(Another Form).

This Indenture, made the day of A.D. 19 Between A. B. of yeoman, of the one part, and E. F. of yeoman, of the other part,

Witnesseth that the said A. B. hath given, granted and confirmed, and by these presents doth give, grant and confirm unto the said E. F., all that parcel and tract of land, etc. (*describing the premises*).

To have and to hold the said parcel or tract of land and premises, with their appurtenances, to the said E. F., and his heirs, forever, in exchange for certain lands of the said E. F., hereinafter to the said A. B. And the said E. F. hath given, granted, and confirmed, and by these presents doth give, grant and confirm unto the said A. B. all that parcel or tract of land, etc. (*describing the premises*).

To have and to hold the said last mentioned premises with their appurtenances, to the said A. B., and his heirs forever, in exchange for the lands and premises hereinbefore granted by the said A. B. to the said E. F. and his heirs.

In witness, etc.

Signed, sealed, etc.

FORM 494.

Deed of the Assent of the Crown to the Will of the
Testator.

ON THE

THIS INDENTURE made the day of

Between A. B.

First Part,

and

Second Part;

WHEREAS E. F., late of the County of ... was in his last will the owner of the lands and premises hereinafter described;

AND WHEREAS the said E. F. died on or about the day of ... and having by his will devised the said lands and premises hereinafter described to the party of the first part, as therein set out, and the party of the first part and said Will is actual tenant in and in possession of said lands, which said Will is registered in the Registry Office;

AND WHEREAS the said party of the first part has agreed to sell to the said party of the second part in fee simple the said lands and premises (freed and discharged from the estate tail, of the said party of the first part and remainders, estates and powers to take effect after the termination or in defeasance of such estate tail) at the price of

NOW THIS INDENTURE WITNESSETH that in pursuance of the afore-said agreement and in consideration of the sum of ... (the receipt whereof is hereby acknowledged) the said party of the first part as beneficial owner doth hereby deed intended to be registered, pursuant to the statute that behalf and more especially to chapter 52 of 10 Edward VII and section 26 thereof, grant unto the said

party of the second part, his heirs and assigns forever,
fee simple absolute.

ALL AND SINGULAR (Description)

To hold the same unto and to the use of the said party of the second part in fee simple third and fourth rate the estate tail of the said part of the first part and remainders, estates and powers to take effect after the termination or in defeasance, and free and discharged to the claims of all persons claiming the same entered in force of any estate tail vested in or which might be claimed by or which but for some previous act would have been vested in or might have been claimed by the party of the first part at the date of these presents, and freed from the claims of all persons, including His Majesty, His Heirs and successors, whose estates are to take effect after determination or in defeasance of such estate only.

IN WITNESS WHEREOF the said parties hereto have come unto set their hands and seals the day and year first written.

SIGNED, SEALED and DELIVERED
in the presence of

FORM 195.

Deed of Partition.

This Indenture made the _____ day of _____ A.D. 19____
Between A. B. of _____ spinster, one of the two daughters and co-heiresses of G. B. of _____ deceased, of the first part, and E. B., of _____ spinster, the other of the two daughters and co-heiresses of the said G. B. of the second part, and C. D., of _____ of the third part.

Whereas, the said A. B. and E. B. are desirous of obtaining an equal partition of the land and hereditaments wh

be given to them upon the decease of their said ancestor, G. B., heirs, assigns, co-heiresses, executors, and administrators according to law, to give to the said co-heiresses and their heirs forever. Now this Deed is witnessed, that in consideration of the promises, and in consideration of the sum of one hundred pounds, being £100, and A. B. and E. B. did then and there pay to the said C. D., at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged by the said A. B. and E. B. have, and each of them, hath granted, bargained, sold, released and confirmed, and these presents do, and each of them doth grant, bargain, sell, release, and confirm unto the said C. D., his heirs and assigns, all that, etc., (except the said several tenements), and all ways, waters, water courses, rights, underwoods, commodities, advantages, appurtenances, and appurtenances whatsoever, to the said several parcels or tracts of land, hereditaments and premises, and of every part thereof, in any wise appertaining; and all and reversions, remainder, and remainders, rents, issues and profits thereof, and of every part thereof; and also all the estate, right, title, interest, trust, property claim, and demand whatsoever, both at law and in equity, of them the said A. B. and E. B. of, in, to, or out of the said several parcels or tracts of land, hereditaments and premises, or any part thereof, or any part or parcel thereof.

To have and to hold the said several parcels or tracts of land, hereditaments and premises, with their and every of their appurtenances, unto the said C. D., his heirs and assigns forever, to him for the uses, intents, purposes, and to be declared, of and concerning the same respectively, that is to say, as to the said parcel or tract of land, being Lot No. 6, the concession of the said township, and herebefore more particularly described, with the appurtenances, to the use and behoof of the said A. B., her heirs and assigns forever; and as to the said parcel or tract of land, being Lot No. 7, in the concession of the said township

of and h before more particularly described, with the appurtenances, to the use and behoof of the said E. B., her heirs and assigns forever; and the said A. B. for herself, her heirs, executors, and administrators, do hereby covenant with the said E. B., her heirs and assigns, that she, the said A. B., hath not at any time heretofore done any act whereby the said parcel or tract of land, hereditaments and premises, so limited to the use of her, the said E. B. her heirs and assigns, as aforesaid, is, are, shall, or may be impeached or incumbered in title, charge, estate or other wise, howsoever.

(Add a similar covenant for E. B. with A. B.).

In witness, etc.

Signed, sealed, etc.

FORM 496.

(Another Form).

This Indenture made, etc. *(here insert the parties).*

Whereas the said A. B. and C. D. now stand seized in fee simple, as tenants in common, of, and in a certain tract or parcel of land, situate in township aforesaid, adjoining lands of containing one hundred acres, with the appurtenances; Now this Indenture witnesseth, that the parties to these presents have agreed to make, and by these presents do make, a full, just, and equal partition and division between them, of and in the aforesaid tract of land, according to their respective shares and interests therein, in the manner following; that is to say, that the said A. B. and her heirs shall have all that piece or allotment of land, part of the said tract, beginning containing, together

with the messuages, edifices, buildings, and improvements, on the said described piece of land, and all the rights, privileges, and appurtenances whatsoever, thereto belonging, or in any wise appertaining, and the profits thereof. And the said C. D. does by these presents, for himself and his heirs, give, grant, allot, assign, set over, release, and conform unto the said A. B. and to his heirs and assigns forever, the said described piece or allotment of land with the appurtenances.

To have and to hold to him the said A. B. his heirs and assigns, to the only proper use and behoof of him, the said A. B., his heirs and assigns forever, in severalty, as his and their full part thereof.

And that the said C. D., and his heirs shall have all that piece or allotment of land (*residue of the said tract*) beginning, *etc.*, containing, *etc.*, together, *etc.*, (*the same as before*).

And the said C. D. for himself, his heirs, executors, and administrators, does covenant, promise, and grant, to and with the said A. B. his heirs and assigns, by these presents, that he, the said A. B. his heirs and assigns, shall, or lawfully may, from time to time, and at all times hereafter, forever, peaceably, and quietly have, hold, occupy, possess or enjoy the said first-described piece or allotment of land containing, *etc.*, with the appurtenances, and receive and take the rents, issues and profits thereof, without any molestation, interruption or denial of him, the said C. D. his heirs or assigns, or any other person or persons whatsoever, lawfully claiming, or to claim, by, from, or under him or them, or by or with his or their act, privity or procurement. And the said A. B. for himself, *etc.* (*Here insert the same covenant from A. B. to C. D.*).

In witness whereof, *etc.*

Signed, sealed, *etc.*

FORM 497.*Deed by Co-Heirs.*

To all to whom these Presents shall come:
 of yeoman, eldest son and heir-at-law of
 late of , deceased: of
 another of the sons of said deceased: and
 of and his wife, late
 daughter of the said deceased, (who are the only heirs of said
 deceased) send greeting: Whereas by Indenture, bearing
 date the day of A.D., 19 ,
 of and his wife, for the considera-
 tion therein mentioned, did grant and confirm unto the said
 deceased, and to his heirs, and assigns forever, as
 in and by the said in part recited Indenture, recorded in
 the Registry Office in and for the said County of
 relation being thereunto had, more fully and at large ap-
 pears, a certain messuage or tract and parcel of land, situate
 in and bounded and described as follows: (*De-*
scribing the premises). Now know ye, that the said
 and his wife, for and in consideration of the sum
 of lawful money of Canada, to them in hand paid
 of , at and before the sealing and
 delivery hereof, (the receipt whereof they do hereby acknow-
 ledge), have granted, sold, released, and confirmed, and
 these presents do grant bargain, sell, release, and confirm
 into the said his heirs and assigns, all the above
 messuage or tract of land, situate and bounded and described
 as aforesaid: together with all and singular the buildings, im-
 provements, rights, liberties, privileges, hereditaments and
 appurtenances whatsoever thereunto belonging, or in any
 wise appertaining, and the reversions and remainders, rents,
 issues, and profits thereof: and also all the estate, right, title,
 interest, property, claim and demand whatsoever of them
 said and and his wife, in law

or equity, or otherwise howsoever, of, in, to, or out of, the same: To have and to hold the said messuage or tract and parcel of land, hereditaments, and premises hereby granted or mentioned, or intended so to be, with the appurtenances, unto the said heirs and assigns, to his and their sole use and behoof forever.

In witness, etc.

Signed, sealed, etc.

FORM 498.

Deed of Gift of Personal Property.

This Indenture, made the day of A.D., 19 . Between A. B. of, etc., of the one part, and C. B. of, etc., of the other part.

Whereas, the said A. B. being the father of the said C. B. by reason of his age and infirmities, is not capable of attending to his estate and affairs as formerly, and has therefore agreed, for advancement of the said C. B. to make over his property to the said C. B., so that the said C. B. should pay the debts of the said A. B., and afford him a maintenance, as hereinafter mentioned: Now this Indenture witnesseth, that the said A. B., in order to carry the said agreement into effect, and in consideration of the nature, love, and affection which he hath for and towards his son, the said C. B., and of the provisos, covenants, and agreements, hereinafter mentioned, by the said C. B. to be observed and performed, hath given, granted, bargained, sold, and assigned, and by these presents doth give, grant, bargain, sell, and assign unto the said C. B., his executors, administrators and assigns, all and singular, his household goods and implements of trade, stock, debts, rights, credits, and personal estate, whereof he is now possessed, or any way interested in or entitled unto, of what nature or kind soever the same are, or wheresoever in whosoever hands they be, or may be found, with their and every of their rights, members, and appurtenances.

To have and to hold the said goods, household stuff, stock in trade, debts, rights and personal estate, and other the premises, unto the said C. B., his executors, administrators, and assigns forever, without rendering any account, being in anywise accountable to the said A. B., his heirs, executors, or administrators, for the same.

And the said C. B., for him-self, his heirs, executors, and administrators, doth covenant, promise, grant, and agree, and with the said A. B., his executors, administrators, and assigns, in manner and form following, that is to say: that he, the said C. B., his heirs, executors, and administrators, shall and will settle, pay, discharge, and satisfy, or cause to be settled, paid, discharged and satisfied all accounts, debts, judgments, and demands of every nature and kind whatsoever, now outstanding against, or now due from or payable by the said A. B. or for the payment of which the said A. B. shall be liable, or be held liable, either at law or equity, on account of any matter, cause, or thing heretofore had, suffered, done, or performed, and at all times hereafter, discharge, and keep harmless and indemnified the said A. B., his heirs, executors, and administrators from all and every such accounts, debts, judgments, and demands, and from all actions, suits, and damages, that may to him or them arise by reason of the nonpayment thereof; and, moreover, that he, the said C. B., his heirs, executors and administrators, shall and will yearly, and every year, during the term of the natural life of the said A. B., by four equal quarterly payments, the first to begin on the d. of next, well and truly pay, or cause to be paid to the said A. B. or his assigns, the sum of for, or toward his support or maintenance, and find or provide for him sufficient meat, drink, washing, lodging, apparel, and attendance suitable to his state and situation, at the choice and election, from time to time, of the said A. B.

Provided always, and upon this condition, and it is the true intent and meaning of these presents, that if the said C. B., his heirs, executors, and administrators, shall negli-

or refuse to pay the said accounts, debts, judgments and demands, according to his covenant, aforesaid, or shall suffer the said A. B. to be put to any cost, charge, trouble, or expense, on account of the same, or shall neglect or refuse to pay the said annual sum in manner aforesaid or to find and provide for the said A. B. as aforesaid, that them, in all, any or either of the cases aforesaid, it shall and may be lawful to and for the said A. B., all and singular the premises hereby granted to take, re-possess and enjoy as in his former estate.

In witness, etc.

Signed, sealed, etc.

FORM 499.

(Another Form).

Know all Men by these Presents, that I, A. B., of the County of _____ in the Province of _____, merchant, for and in consideration of the natural love and affection which I bear unto my daughter C. B., and for her better preferment in marriage, and the increase of his portion; and also in consideration of the sum of one dollar to me paid by my said daughter, C. B., at and before the sealing and delivery hereof (the receipt whereof I do hereby acknowledge), have given, granted, bargained, sold, and by these presents do give, grant, bargain, and sell unto my said daughter, C. B., all the goods and chattels following, to wit, etc. *(or all those goods and chattels mentioned and expressed in the schedule in writing hereunto annexed).*

To have and to hold, all and singular the premises hereby given and granted unto the said C. B., my daughter, her _____ executors and administrators forever, as for and their own proper goods and chattels.

In witness whereof I have hereunto set my hand and seal this _____ day of _____ 19____.

Witness.

FORM 500.*Deed of Gift of Land.*

This Indenture made the _____ day of _____
A.D. 19____.

Between A. B., of the township of _____, in the
county of _____, yeoman, of the one part, and C. D.
(eldest son of the said A. B.) of the other part.

Witnesseth, that the said A. B., as well for and in con-
sideration of the natural love and affection which he hath
and beareth unto the said C. D., as also for the better main-
tenance, support, livelihood, and preferment of him, the
said C. D., hath given, granted and conveyed, and by these
presents doth give, grant and convey unto the said C. D.,
his heirs and assigns, all that parcel or tract of land, etc.
(describing the premises). To have and to hold the said
parcel or tract of land unto and to the only proper use and
behooof of the said C. D., his heirs and assigns for ever
(Add covenant against incumbrance and otherwise as the
donor pleases).

In witness whereof, etc.

Signed, sealed, etc.

FORM 501.

*Deed by Rector or Church-wardens of Church of Englan
Lands with the Bishop's Consent.*

THIS INDENTURE made in duplicate the
day of _____, in the year of our Lord one thousand
nine hundred and _____.

IN PURSUANCE OF THE SHORT FORMS OF CONVEYANCE
ACT:

BETWEEN:—A. B., Clerk in Holy Orders, C. D., and E. F., all of the City of Toronto, in the County of York, the Rector and Church Wardens of _____ Church (hereinafter called the Grantors), of the first part, and G. H., of the said City of Toronto, in the County of York, Builder (hereinafter called the Grantee), of the second part:

WHEREAS the said Grantors at the time of the execution of these presents are seized of an estate in fee simple in the land hereinafter described IS TRUST for the Congregation of _____ Church, and are desirous of selling the said lands.

AND WHEREAS at a special meeting of the Vestry and Congregation of the said Church duly called and held in the School House of the said Church in the City of Toronto, on the _____ day of _____, 19____, a resolution was passed by a majority of the members of the said Church present authorizing and directing the Church Wardens to sell the hereinafter described lands, as is testified by the said Rector and the said Church Wardens of _____ Church joining as parties of the first part in the execution of these presents.

AND WHEREAS the Lord Bishop of the Diocese of Toronto and the Executive Committee of the incorporated Synod of the Diocese of Toronto consenting and assenting to these presents and is testified by their consent endorsed and executed on the annexed document hereto.

WITNESSETH that in consideration of _____ dollars of lawful money of Canada now paid by the said grantee to the said grantors (the receipt whereof is hereby acknowledged) they the said grantors do grant unto the said grantee in fee simple, all and singular that certain parcel or tract of land and premises situate, lying and being, etc., etc. (*description*).

TO HAVE AND TO HOLD unto the said Grantee, his heirs and assigns to and for his and their sole and only use for

ever, SUBJECT NEVERTHELESS to the reservations, limitations, provisos and conditions expressed in the original grant thereof from the Crown.

THE SAID GRANTORS covenant with the said Grantee that they have the right to convey the said lands notwithstanding any act of the said Grantors.

AND THAT THE SAID GRANTEE shall have quiet possession of the said lands free from all incumbrances.

AND THE SAID GRANTORS covenant with the said Grantee that they will execute such further assurances of title to the said lands as may be requisite.

AND THE SAID GRANTORS covenant with the said Grantee that they have done no act to encumber the said lands.

AND THE SAID GRANTORS release to the said grantee all their claims upon the said lands.

IN WITNESS WHEREOF the said parties hereto have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED,

In the presence of:

FORM 502.

"Consent of the Bishop."

THE WITHIN sale of the lands therein described is consented to by the Lord Bishop of the Diocese of Toronto and the Executive Committee of the Incorporated Synod of the Diocese of Toronto.

IN TESTIMONY whereof the Lord Bishop of the Diocese of Toronto has hereunto set his hand and seal, and the Secretaries of the Synod of the Diocese of Toronto have also set their hands and seals this _____ day of _____

19____

WITNESS.

FORM 503.

*Deed by a Roman Catholic Episcopal Corporation
(Ontario).*

THIS INDENTURE made the _____ day of
A.D. 19 _____.

IN PURSUANCE OF THE SHORT FORMS OF CONVEYANCES
ACT,

BETWEEN:—

The Roman Catholic Episcopal Corporation for the Dio-
cese of _____, in Canada, of the First Part, and A.
B., _____, of the Second Part, The Most Rev-
erend _____ Archbishop of the said Diocese, of the Third
Part, and the Reverend _____ and the Reverend
Clergymen of the said Diocese, of the Fourth Part.

WHEREAS the party hereto of the First Part has con-
tracted with the party of the Second Part for the sale to
the party of the Second Part of the lands hereinafter de-
scribed,

AND WHEREAS the party hereto of the Third Part is
the present Archbishop of the said Diocese, and the parties
hereto of the Fourth Part are the proper persons whose
consent is necessary to this conveyance under the terms of
the Statute incorporating the party of the First Part,

AND WHEREAS the parties hereto of the Fourth Part join
in this conveyance in order to testify in writing their con-
sent to the sale aforesaid pursuant to the said Statute, the
said Reverend _____, and Reverend _____
having been nominated and appointed by the said Arch-
bishop for the purposes of this conveyance,

AND WHEREAS the said party hereto of the First Part
the owner of the lands and premises hereinafter described
has agreed to sell the same to the party of the Second
Part for the consideration hereinafter mentioned

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the sum of _____ dollars of lawful money of Canada now paid by the said party of the Second Part to the said Party of the First Part, the receipt whereof is hereby acknowledged, it, the said party of the First Part, doth grant to the party of the Second Part in fee simple ALL AND SINGULAR, that certain parcel or tract of land and premises situate, lying and being, etc. (*description*).

(*The usual covenants and release clauses*).

The parties hereto of the Fourth Part hereby consent to this conveyance and are made parties hereto and execute the same for the purposes hereinbefore set out.

IN WITNESS WHEREOF the said parties hereto have hereunto set their hands and seals, the seal of the said Episcopal Corporation being affixed by the party of the Third Part.

SIGNED, SEALED AND DELIVERED,

In the presence of:

Two credible witnesses.

Affidavit of Execution.

COUNTY OF YORK,) I, _____, of the City
To Wit: Toronto, in the County of York, do
Oath and say:

1. That I was personally present and did see the within instrument and duplicate duly signed, sealed and executed by the Roman Catholic Episcopal Corporation for the Diocese of _____, in Canada, the Most Reverend _____ and the Reverend _____, and Reverend _____ four of the parties thereto.

2. That the said Instrument and duplicate were executed by the said parties at the City of _____, in

County of _____, in the presence of myself, this
 leponent and _____, also of the said City of Tor-
 onto.

3. That I know the said parties.

4. That I and the said _____ are subscribing
 witnesses to the said instrument and duplicate.

SWORN, ETC.

FORM 504.

*Form of Deed to Trustees of a Presbyterian Congregation,
 (Ontario).*

THIS INDENTURE made (in duplicate) the
 day of _____, one thousand nine hundred and _____.

IN PURSUANCE OF THE SHORT FORMS OF CONVEYANCES
 ACT.

BETWEEN _____ of the First Part, Trustees of
 the Congregation of _____ of the Second Part, and
 _____, wife of the said _____, party of the
 First Part, of the Third Part.

WHEREAS, the Congregation of _____ is a Con-
 gregation of the religious body known as the Presbyterian
 Church in Canada, and whereas the said Congregation de-
 sires to take a conveyance of the lands hereinafter men-
 tioned, under the provisions of "The Religious Institutions
 Act," and subject to the provisions of the Act passed in
 the thirty-eighth year of the reign of Her Majesty Queen Vic-
 toria, intituled "An Act respecting the Union of certain Pres-
 byterian Churches therein named; and whereas the said
 Congregation have appointed _____, Trustees, to
 whom and their successors, to be appointed in the manner
 hereinafter specified, the said lands may be conveyed, and
 he may take, hold and possess the same by the said name
 _____, under the provisions of the said
 Act.

NOW THIS INDENTURE WITNESSETH that in consideration of the sum of _____ now paid by the said parties of the Second Part to the said part _____ of the First Part (the receipt whereof do _____ hereby acknowledge) the said part _____ of the First Part do _____ grant unto the said parties of the Second Part, their successors and assigns forever, all and singular

TO HAVE AND TO HOLD the said lands to the said parties of the Second Part, their successors and assigns to the use of the said parties of the Second Part, their successors and assigns upon the trusts hereinafter expressed and declared. And the said part _____ of the First Part covenant with the said parties of the Second Part that _____ have the right to convey the said lands to the said parties of the Second Part notwithstanding any act of the said part _____ of the First Part; and that the said parties of the Second Part shall have quiet possession of the said lands, free from all incumbrances; and that the said part _____ of the First Part do _____ done no act to encumber the said lands; and _____ will execute such further assurances of _____ said lands as may be requisite.

And the said wife of the said grantor hereby bars dower in the said lands.

AND IT IS HEREBY DECLARED that the said parties of the Second Part, and their successors, shall hold the said lands for the sole use and benefit of the said Congregation for the site of a Church or Meeting House, Burial Ground and Residence for the Minister (as the said Congregation may from time to time direct), and for the support and maintenance of Public Worship and the propagation of Christian knowledge, according to the doctrines, discipline and modes of worship of the said Presbyterian Church in Canada, and subject to the provisions of the said Act. And upon further trust that the said parties of the Second Part, and their successors, shall and will well and truly obey, perform and fulfil, and permit and suffer to be obeyed,

performed, or to be used with respect to the said lands; and to any Church or other building or buildings now erected or to be erected upon the said lands, or to any Burial Ground, if the said lands or any part thereof shall be used as a Burial Ground, the lawful orders and directions respectively of the said Congregation, the Deacon's Court, if any, the Kirk Session of the said Congregation, the Presbytery and Synod respectively, within whose bounds and under whose inspection and ecclesiastical jurisdiction the said Congregation shall from time to time be, and the General Assembly or other Supreme Court of the Presbyterian Church in Canada.

AND with respect to the election and appointment of new Trustees, it is declared that a general meeting of the said Congregation shall be held on the _____, in the year one thousand nine hundred and _____ and on _____ in every fifth year thereafter, called by a written notice, read to the Congregation at the close of Public Worship on each of the two next preceding Sabbaths, by the officiating minister or other person appointed to read the same; but, if, from any cause, the meeting shall not be held on that day, then it shall be called in like manner for some other day, at the request of the Trustees of seven members of the Congregation in full Communion; and any such meeting may be adjourned as occasion shall require; and at such regular or adjourned meeting the said Congregation shall elect and appoint Trustees by the votes of the majority of the members of the Congregation in full Communion then present: such Trustees to be members of the Presbyterian Church in Canada in full Communion.

AND IT IS HEREBY FURTHER DECLARED that the said Trustees shall respectively hold office until the appointment of their successors, except in case of death, resignation, or ceasing to be a member of the Presbyterian Church

in Canada in full Communion; and that in case any Trustee shall, during his term of office, die, resign, or cease to be a member of the Presbyterian Church in Canada in full Communion, the remaining Trustees shall have all the powers of the full board; and shall, for all purposes of these presents, be the Trustees of the said Congregation, unless the Congregation shall think fit to appoint a new Trustee or new Trustees in the place of any Trustee or Trustees so dying, resigning, or ceasing to be a member of the Presbyterian Church in Canada in full Communion; but the said Congregation may, at any special meeting called by written notice, read to the Congregation by the officiating Minister or other person appointed to read the same, at the close of Public Worship on each of the two next succeeding Sabbaths, which notice shall be given at the request of the remaining Trustees or of any seven members of the Congregation in full Communion, appoint by the votes of a majority of the members of the Congregation in full Communion then present, a new Trustee or new Trustees, to fill for the residue of such term of office, any vacancy or vacancies caused as aforesaid.

AND IT IS HEREBY FURTHER DECLARED that a minute of every such election or appointment whether made at a regular meeting, or at any adjourned or special meeting, shall be entered in a book to be kept for the purpose, and shall be signed by the person who presides at the meeting; and such minute so signed, shall, for all purposes connected with these presents, be sufficient evidence of the fact that the persons therein named were elected and appointed at such meeting; but the omission or neglect to make or sign such minute shall not invalidate the election or appointment.

AND IT IS HEREBY FURTHER DECLARED that in case any time the said trusteeship shall for any reason become wholly vacant, so that there shall be no remaining Trustee, the Moderator and Clerk of the Presbytery will

whose bounds and under whose jurisdiction the said Congregation shall be shall thereupon forthwith become and be Trustees under these presents until others are duly appointed, and at any time thereafter the Presbytery may cause notice to be given from the pulpit at each diet of worship on two consecutive Sabbaths, requiring the said Congregation to proceed to the appointment of new Trustees; and if the said Congregation shall not in the meantime have appointed new Trustees in the manner hereinbefore provided, it shall be lawful for the said Presbytery, after four weeks from the last giving of such notice, to appoint new Trustees to act for the residue of the then current term of office; every such appointment to be made by resolution duly entered in the minutes of the Presbytery, and communicated to the Congregation by notice from the pulpit; and the Trustees so appointed shall from the time of communication of their appointment to the Congregation be the Trustees for the residue of such term of office for the purpose of these presents.

PROVIDED ALSO, and it is hereby declared that if at any time there shall cease to be an organized Congregation entitled to the use, benefit and enjoyment of the said lands, then and as often as it shall occur, it shall be lawful for the Presbytery within the bounds of which the said lands situated, to fill any vacancy in the said Board of Trustees, and the said lands shall thenceforth be held subject to such trusts and for such purposes for the benefit of the Presbyterian Church in Canada, as the General Assembly or other Supreme Court of the Church may declare, limit or appoint.

IN WITNESS whereof the said parties of the First and Third Parts have hereto set their hands and seals, and the said parties of the Second Part have hereto set their common seal.

SIGNED, SEALED AND DELIVERED.)

In the presence of:)

FORM 505.*Deed of Land to the Trustees of a Congregation of the Methodist Church (Ontario).*

THIS INDENTURE made (in duplicate) the day of _____ one thousand nine hundred and _____, in pursuance of the Short Forms of Conveyances Act; and in pursuance of the Religious Institutions Act, and in pursuance of the Act of the Legislature of Ontario, 18th Victoria, Chapter 88, known as "The Methodist Church Act, 1881."

BETWEEN _____, of the First Part; the Trustees of the _____ Congregation of the Methodist Church of the Second Part.

WITNESSETH that in consideration of the sum of _____ dollars of lawful money of Canada, now paid by the said Trustees to the said part _____ of the First Part (the receipt whereof is hereby acknowledged), _____ the said part _____ of the First Part do grant and assign unto the said Trustees and their successors in the said Trusts,

ALL AND SINGULAR the certain parcel or tract of _____ land and premises situate, lying and being (*description*)

TO HAVE AND TO HOLD the said parcel or tract of land and premises unto and to the use of the said Trustees and their successors in the said Trusts forever, upon the following trusts:

Upon Trust:—To build a Church and other buildings to permit _____ buildings to be used as a Church by the Methodist Church; to permit dwelling-house on said premises to be used by the minister in charge; to permit Sunday Schools to be carried on in said Church; to take down

and remove buildings, and to re-build; to mortgage; to let pews and sittings and dwelling-houses, and to sell graves and tombs; Trustees to hold moneys arising therefrom upon trust, to pay taxes, insurance, and for repairs, also interest and expenses incurred in the execution of the trusts hereof; to apply surplus towards payment of ministers in charge, assisting funds of other churches, building new church, or subscribing to charities; to appoint and remove Stewards and Treasurers; to keep books of account, and submit the same for audit. And it is hereby declared that seven days' notice of a special meeting, and convenient notice of other meetings of Trustees, shall be given; that a majority of the Trustees shall rule, and that in case of a tie the Chairman shall give casting vote; that the Rules, Discipline, Doctrine, and Usages of the Church shall be in force, subject to the proviso respecting doctrine herein contained; that Superintendent Minister or his Deputy shall be chairman of meetings of Trustees, but, in case of absence, Trustees may appoint chairman. Proviso for sale of land with consent of Conference. Proviso of sale in case trust promises shall be inadequate to meet and discharge interest and expenses. And it is hereby declared that, except in case of mortgage or sale, the receipt of a majority of the Trustees, or of Trustee, Steward or Treasurer, duly authorized, shall be sufficient; that Purchaser or Mortgagee shall not be bound to inquire as to the necessity of sale or mortgage; that Trustees shall not be accountable for involuntary losses; that number of Trustees shall not be less than five, nor more than twenty-one, and that vacancies are to be filled, and numbers increased, by nomination and appointment. To fix a quorum, etc.; to fix time for placing financial statement before quarterly official meeting.

The said part of the First part covenant with the said parties of the Part, and their successors the said Trust, that ha the right to convey

the said lands to the said parties of the First Part, and their successors in the said Trust, notwithstanding any act of the said part of the First Part.

AND that the said parties of the Part, and
their successors in the said Trust, shall have quiet posses-
sion of the said land-, free from all incumbrances.

And that the said part of the First Part will execute such further assurances of the said lands as may be requisite.

AND that the said part of the First Part ha
done no act to encumber the said lands.

AND the said part of the First Part release to the said parties of the said Part, and their successors in the said Trust, all claims upon the said lands.

AND the said party of the
her dower in the said lands.

IN WITNESS WHEREOF, the said parties have hereunto
set their hands and seals.

SIGNED, SEALED AND DELIVERED.
In the presence of:

FORM 506.

Deed Poll by Executors.

To all persons to whom these presents shall come,
and _____, both of, etc., executors
of the last will and testament of _____ late of,
deceased, send greeting:

Whereas the said in order to enable his said executors fully to carry into effect his intentions, did, in and by his last will and testament, authorize and empower his said executors, in any manner which they should deem proper, to make sale of, and execute and deliver deeds to convey, all his, the said testator's real estate:-

Now therefore know ye, that, by virtue and authority to us given by said in his last will and testament, we, the said and , executors as aforesaid, in consideration of the sum of to us paid by of, etc. (the receipt whereof is hereby acknowledged), have given, granted, bargained, sold and conveyed, and by these presents do give, grant, bargain, sell, and convey, unto the said , his heirs and assigns, the following described parcel of real estate which was the property of the said situated in and bounded and described as follows, to wit, etc.

To have and to hold the aforegranted premises to him, the said , his heirs and assigns, to his and their use and behoof forever. And we, the said A. B. and C. D., do covenant with the said , his heirs and assigns, that we are lawfully the executors of the last will and testament of the said , and that we have not made or suffered any incumbrance on the hereby-granted premises, since we were appointed executor of said , and that we have in all respects acted, in making this conveyance, in pursuance of the authority granted to us in and by the said last will and testament of the said .

In testimony whereof, etc.

Signed, sealed, etc.

FORM 507.*Deed of Confirmation.*

This Indenture, made the _____ day of _____
 A.D. 19____, between C. D., of etc., a son, and one of the
 heirs of E. D., deceased, of the one part, and A. B., of
 etc., of the other part.

Whereas, by a certain deed or bargain and sale bearing
 date on or about, etc., and made between E. F. and the
 said C. D. of the one part, and the said A. B., of the other
 part, for the consideration of _____ the several mes-
 suages or tenements thereon mentioned, and hereinafter in-
 tended to be released and confirmed, are hereby granted and
 conveyed, or intended so to be, unto and to the use of the
 said A. B., his heirs and assigns forever, as by the said in-
 denture of bargain and sale, relation being thereunto had,
 may more fully appear: And whereas, the said C. D., at
 the time of the date of making the said in part recited
 Indenture of bargain and sale, was not of the age of twenty
 one years, but hath since attained to such his age of twenty
 one years and hath this day _____ before the execu-
 tion of these presents, duly sealed and delivered the said
 in part recited Indenture of bargain and sale.

Now this Indenture witnesseth, that as well in perform-
 ance of a covenant for further assurance in the said In-
 denture of bargain and sale contained, and also for and
 consideration of the sum of _____ to him the said
 C. D., in hand paid by the said A. B., at and before the
 sealing, etc., being his full part and share of, and in the
 before-mentioned sum of _____, agreed to be paid
 for the purchase of the said messuage, tenements, and heredi-
 taments, the receipt whereof he the said C. D., doth hereby
 acknowledge, he the said C. D., hath remised, released,
 aliened, and quit-claimed, and by these presents doth
 remise, release, alien, and for ever quit-claim, and confir-

unto the said A. B., in his actual possession now being by virtue of the before-mentioned Indenture of bargain and sale, and to his heirs and assigns, all, etc. (*description*).

To have and to hold unto and to the use of the said A. B., his heirs and assigns forever. (*Insert a covenant that he has done no act to encumber, except, etc., and for further assurance*).

In witness, etc.

Signed, sealed, etc.

FORM 508.

Deed of Trust for Married Woman.

This Indenture made the day of
A.D. 19 . Between , of
the one part, and , of the other part:

Witnesseth, that the said , for and in consideration of the sum of to him in hand paid by the said , for the use and upon the trust after mentioned, at and before en-sealing and delivery hereof, the receipt whereof he does hereby acknowledge, has granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents doth grant, bargain, sell, alien, enfeoff, release and confirm unto the said , his heirs and assigns forever, all that certain piece or parcel of land, situate, etc. (*describe the premises*); together with all and singular the buildings and appurtenances to the same belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof;

To have and to hold the said piece or parcel of land with the appurtenances, hereby granted, or intended so to be, unto the said _____, his heirs and assigns forever: In trust, nevertheless, and for the uses following, and to none other, that is to say, for the sole and separate use of _____, the wife of _____, of _____, for and during her natural life, and so as she alone, or such person as she shall appoint, shall take and receive the rents, issues and profits thereof, and so as her said husband shall not in any wise intermeddle therewith; and from and after the decease of the said _____ in trust for the use of the heirs of the body of the said _____ by the said _____ begotten, or to be begotten, forever: with power to the said _____ to sell and convey in fee simple, the whole or any part of the afore-said premises and appurtenances, to any person or persons, and for such sum or sums of money as the said _____ by writing under her hand and seal, and duly executed at any time during her natural life may appoint and direct: And the said _____, for himself, his heirs, executors, administrators, doth covenant and agree to and with the said _____, his heirs and assigns, by these presents, that he and the said _____ and his heirs, and the above-mentioned and described piece or parcel of land, with the appurtenances, unto the said _____, his heirs and assigns, against him, the said _____, his heirs, and against all and every other person and persons whomsoever, lawfully claiming or to claim, the whole or any part thereof, shall and will warrant and forever defend by these presents.

In witness, etc.

Signed, sealed, etc.

FORM 509.*Quit Claim Deed.*

This Indenture made (in duplicate) the
day of _____ A.D. 19____

Between _____, of the first part, _____ wife
of the said party of the first part, of the second part, and
of the third part:

Witnesseth, that the said party _____ of the first part for
and in consideration of _____ of lawful money of
Canada to _____ in hand paid by the said party
of the third part, at or before the sealing and delivery of
these presents (the receipt whereof is hereby acknowledged)
a _____ granted, released and quit claim, and by these
presents, do grant, release, and quit claim, unto the said
party _____ of the third part _____ and assigns, all
estate, right, title, interest, claim and demand whatsoever,
both at law and in equity, or otherwise howsoever, and
whether in possession or expectancy, of, in, to, or out of
all and singular the _____ certain parcel _____ or tract
of land and premises situate, lying and being (*descrip-
tion*).

Together with the appurtenances thereto belonging or
appertaining, to have and to hold the aforesaid land and
premises, with all and singular the appurtenances thereto
belonging or appertaining, unto and to the use of the said
party _____ of the third part _____, heirs and assigns, forever;
subject, nevertheless, to the reservations, limitations, pro-
visions and conditions expressed in the original grant there-
of from the Crown.

In witness whereof, etc.

Signed, sealed, etc.

FORM 510.*Deed by Trustees Under Power in a Will.*

Know all men by these presents, that we,
 and , both of , in the county
 , trustees under the last will of
 late of , in the county of ,
 ceased, which will was duly proved and allowed by the
 Surrogate Court for said county, on the day
 19 , do, by virtue of and in execution
 the power to us given in and by the said will, and of
 other power and authority us hereto enabling, and in
 sideration of the sum of dollars and other
 good and valuable consideration to us paid by
 of said , the receipt whereof is hereby acknow-
 ledged, hereby grant, bargain, sell and convey unto
 said that certain tract or parcel, etc.

To have and to hold the above granted premises, with
 all the privileges and appurtenances thereto belonging,
 the said , and his heirs and assigns to and to
 their own use forever.

And the said trustees covenant with the said
 that they have done no act to encumber the said lands.

In witness whereof we , the said
 and , trustees as aforesaid, hereunto set
 hands and seals, this day of
 the year 19 .

FORM 511.

Deed of Freehold Property by Trustees for Sale—one of the Trustees being the Purchaser, with the consent of the Persons Beneficially Interested in the Sale Money.

THIS INDENTURE, made the _____ day of _____, 19____, between A. B., of, etc., and C. D., of, etc. (*trustees for sale*), of the first part, E. F., of, etc., G. H., of, etc., and I. M., of, etc. (*the persons beneficially interested in the sale money*), of the second part, and the said C. D. (*purchaser*), of the third part: Whereas O. P., late of, etc., deceased, made his will, dated, etc., and thereby devised all his real estate to the said A. B. and C. D., their heirs and assigns upon trust to sell the same, and to stand possessed of the moneys arising from such sale in trust thereout in the first place to pay the costs and expenses attending such sale, and to invest the residue of the said money, as in the said will is mentioned, and to pay the income of the said residuary money, stocks, funds and securities to the said E. F., the wife of the said testator, during her life, and the said testator by his said will declare that after the decease of the said E. F., the said residuary money, and the stocks, funds, and securities in which the same might be invested, should go and be in trust for all the children of the said O. P., who being sons should attain the age of twenty-one years, or being daughters, should attain that age or marry, in equal shares as tenants in common, and the said testator appointed the said A. B. and C. D. executors of his said will (*Death of O. P., and probate of his will*): And whereas there were issue of the said O. P., at his decease, two children, and no more, namely, the said G. H. and I. M., both of whom have attained the age of twenty-one years: And whereas the hereditaments hereinafter described form a portion of the real estate devised by the said will: And whereas the said C. D., as

proposed to the said E. F., G. H., and L. M., that should purchase the said hereditaments at the price * , notwithstanding that he is a trustee for sale thereof, and the said E. F., G. H., and L. M. have satisfied themselves that the sum of * is the value of the said hereditaments, have agreed to such proposal: NOW THIS INDENTURE WITNESSETH, THAT IN CONSIDERATION OF THE SUM OF * to the said A. B. and C. D. as the trustees of the said will paid by the C. D., on or before the execution of these presents, at the request of the said E. F., G. H., and L. M. (and etc.), the said A. B., as trustee, doth hereby convey a share and interest in the said hereditaments coming to her and his beneficial share and interest proceeds thereof, as beneficial owner, hereby conveys and assigns unto the said C. D., all, etc. (description), to the same unto and to the use of the said C. D. in simple.

In witness, etc.

FORM 512.

*Deed by Heir and Executors of a Vendor Who Has D.
Pending a Contract of Sale.*

This Indenture, made in duplicate the of 19 , between , of heir-at-law, of the first part; and and executors of the last will and testament of deceased, of the second part; and , purchaser of the third part, witnesseth:

Whereas, by articles of agreement in writing, bearing date the _____ day of _____, and made and entered into between said _____, deceased, and _____ the one part, and the purchaser of the other part, the said deceased, contracted to sell the land and premises hereinafter described to the said purchaser for the sum of _____ dollars,

And whereas the said _____ died on or about the _____ day of _____, leaving the said party of the first part of his sole heir-at-law surviving him, having by his will, duly executed, appointed the said parties of the second part joint executors of his said will, who duly proved the same in the Surrogate Court in and for the county of _____, on the _____ day of _____ last.

Now this Indenture witnesseth, that in pursuance of the said recited contract, and in consideration of the sum of _____ paid by the said purchaser to the said executors (the receipt whereof they hereby acknowledge), and also in consideration of the sum of one dollar paid by the said _____ the said party of the first part (the receipt whereof they hereby acknowledge), the said party of the first part has conveyed all that parcel of land, etc. of such estate as is vested in him as such heir-at-law, but no further or otherwise, and at the request and by the direction of the said executors, testified by their joining herein, doth by these presents, grant, remise, release and convey, and the said executors do, by these presents, release, ratify, and confirm unto the said (purchaser) all that parcel of land, etc. to have and to hold, etc.

In witness, etc.

FORM 513.

Deed to a Sub-purchaser who Pays the Same Sum as to Original Purchaser.

THIS INDENTURE, made the day of
Between A. B., of, &c., (vender), of the first part, C. D.
of, &c., (original purchaser), of the second part, and E. F.
(sub-purchaser), of the third part. Whereas the said
A. B. lately agreed to sell to the said C. D. all that pa-
cel or tract of land hereinafter described, in fee sim-
ple possession free from incumbrances, at the price of \$1,000.
Now THIS INDENTURE WITNESSETH that in consideration
the sum of \$1,000 to the said A. B. paid by the said E. F.
at the request of the said C. D. on or before the execution
of these presents (the receipt whereof the said A. B. and
C. D. hereby respectively acknowledge) the said A. B.
at the request of the said C. D., hereby conveys and grants
unto the said E. F. all that parcel or tract of land hereinafter
described, in fee simple possession free from incumbrances,
and the said C. D. hereby confirms unto the said E. F.
(conveyance of freeholds to E. F. in fee simple.)

In witness, &c.

NOTE. Under some circumstances this may be a safer
simpler way of disposing of the right of the prior purchaser
than of obtaining his authority to make the Deed to the sub-
purchaser, or by an assignment of all his interest in the original ag-
reement for sale to the sub-purchaser.
In cases where trouble might arise afterwards it is a safe
guard.

FORM 514.

Deed to a Sub-purchaser, who Pays a Higher Price to the Original Purchaser.

THIS INDENTURE, made the day of
Between A. B., of, &c., (vender), of the first part, C. D.
of, &c., (original purchaser), of the second part, and E.
of, &c., (sub-purchaser), of the third part: Wherea-

said A. B. lately agreed, &c. (*agreement for sale by A. B. to C. D. for \$1,000*). And whereas the said C. D. has since agreed to sell to the said E. F. the same tract or parcel of land at the price of \$1,050: Now THIS INDENTURE WITNESSETH, that in consideration of the sum of \$1,000 to the said A. B. and the sum of \$50 to the said C. D. paid by the said E. F. on or before the execution of these presents (the receipt whereof respectively the said A. B. and C. D. hereby acknowledge), the said A. B., at the request of the said C. D. hereby grants, and the said C. D. hereby confirms unto the said E. F., &c. (*conveyance of freeholds to E. F. in fee simple.*)

In witness, &c.

NOTE. See note at the foot of prior form No. 513.

FORM 515.

Deed by Mortgagor and Mortgagee of a Portion of the Mortgaged Premises.

This Indenture made the day of 19 ,
between (*mortgagee*) of , party of the first part;
 (*mortgagor*) of , party of the second
part: and (*purchaser*) of , party of the third
part, witnesseth:

Whereas by Indenture dated the day of 19 , and registered in the registry office for the county of in liber for as No. , made between (*mortgagor*) of the one part and (*mortgagee*) of the other part, the premises hereinafter described, together with other lands, were conveyed in mortgage to secure the payment of the sum of dollars, with interest thereon, in accordance with the terms of said mortgage.

And whereas the said (*mortgagor*) has contracted to sell the premises hereinafter described, free from all incumbrances, to the said (*purchaser*) for the sum of _____ dollars, and the said (*mortgagee*) has agreed to concur in the conveyance of the same on receiving the said sum of _____ dollars, in part payment of mortgage debt.

Now this Indenture witnesseth, that in consideration of the sum of _____ dollars, paid by the said (*purchaser*) to the said (*mortgagee*) at the request and by the direction of the said (*mortgagor*), the receipt whereof is hereby acknowledged, and also in consideration of one dollar paid by the said (*purchaser*) to the said (*mortgagor*), the receipt whereof is hereby acknowledged, he the said (*mortgagee*) doth by these presents grant, bargain, sell and convey, and he, the said (*mortgagor*) doth by these presents grant, bargain, sell and confirm unto the said (*purchaser*) all that parcel of land, etc. (*description*) and all the estate, right, title and interest of them, the said (*mortgagor* and (*mortgagee*) therein. To have and to hold, etc. (*Covenants by Mortgagor*).

In witness whereof, etc.

FORM 516.

Grant of Annuity.

This Indenture, made the _____ day of _____ A.D. 19____, Between A. B. of _____, of the one part, and C. D. of _____, of the other part.

Witnesseth, that the said A. B., for, and in consideration of the sum of _____ to him in hand paid, by the said C. D. at or before the sealing and delivery of these presents (the receipt whereof the said A. B. doth hereby acknowledge) hath given, granted and confirmed, and by these presents doth give, grant and confirm unto the said C. D. and his assigns, one annuity of _____

to be received, taken, had, and to be issuing out of, all that messuage, etc., unto the said C. D. and his assigns, and during the natural life of him, the said C. D. payable and to be paid yearly, by even and equal portions, the first payment to begin and be made the day of 19. And if it shall happen that the said annuity of , or any part thereof, be unpaid, in part or in all, on the space of days next after either of the said days or times of payment thereof, whereupon the same should be paid as aforesaid: that then, and so often, at any time thereafter, it shall and may be lawful to, and for the said C. D., and his assigns, into and upon the said messuage and premises above mentioned, or any part thereof, to enter and distress, and the distress and distresses then and there found, to take, lead, drive, carry away, and impound, and the same impound to take, hold and keep until the said annuity the arrears thereof (if any there shall be) together with all costs and charges thereabout, or concerning the same, shall be fully paid and satisfied. And the said A. B. for himself, his heirs, executors, and administrators, doth covenant, grant and agree, to and with the said C. D., his executors, administrators and assigns, that he, the said A. B., his heirs, executors or administrators, shall and will, well and truly pay, or cause to be paid unto the said C. D., his executors, administrators or assigns, the said annuity, or yearly rent-charge, etc., at the days and times and in the manner and form, as above expressed, and limited for payment thereof, according to the true intent and meaning of these presents. And also that the said messuage, etc., above mentioned, to be charged and chargeable with the said annuity hereby granted shall, from time to time, be, and continue, over and sufficient for the payment of the said annuity of yearly, during the life of the said C. D.

In witness, etc.

Signed, sealed, etc.

FORM 517.

Grant of Annuity by Bond.

Know all Men by these Presents, that I, A. B. of, etc. am held and firmly bound unto C. D., of, etc., in the penal sum of _____ of lawful money of Canada, to be paid to the said C. D., or to _____ certain attorney, executors, administrators or assigns, For which payment well and truly to be made, bind _____ heirs, executors and administrators, forever, firmly by these presents. Signed with _____ seal

dated _____ this _____ day of _____ 19____

Whereas the above bound A. B. on the day of the _____ of the above written obligation, has had and received _____ as own use, of and from the above named C. D., the sum of _____ (the receipt whereof is hereby acknowledged) in consideration whereof the said A. B., has agreed to pay to the said C. D., an annuity or clear yearly sum of _____ for and during his natural life, to be paid in the manner hereinafter mentioned: Now, the condition of this obligation is such, that if the above-bound A. B. his heirs, executors and administrators, or any of them, do and shall yearly, and every year during the natural life of the said C. D., well and truly pay or cause to be paid to him the said C. D., or his assigns, the clear yearly sum of _____ in half-yearly payments of each, payable on the _____ days of each and every _____ each and every year which shall occur during the natural life of the said C. D., then this obligation shall be void; but if default be made in any of the said half-yearly payments, or any part of them, then the same shall remain in full force and virtue.

Signed, sealed, etc.

FORM 518.

Deed Reserving Ground Rent.

This Indenture, made the day of A. D. 19 ,
Between of and his wife, of
the one part, and of the same place, of the
other part.

Witnesseth, that the said and his
wife, as well for and in consideration of the sum of one
dollar, of lawful money of Canada, unto them, at or before
the sealing and delivery hereof, by the said we
and truly paid, the receipt whereof is hereby acknowledged,
as of the payment of the yearly rent and taxes, and the per-
formance of the covenants and agreements hereinafter con-
tained which on the part of the said his wife

assigns, is and are to be paid, and the same have
granted, bargained, sold and conveyed unto the said his
wifely assigns, do grant, bargain, sell and convey unto the said
his heirs and assigns, and to the said his wife

To have and to hold the with
the appurtenances unto the said his wife
assigns, to his and their sole use and enjoyment, Y
to paying therefor unto his wife
assigns, yearly rent or sum of lawful
money of Canada, in half yearly payments, the first day
of the months of July and January, in each and every year
after, to wit, without any reduction or abatement what-
soever, for, or by reason of, all charges, taxes, or assess-
ments whatsoever, to be assessed on the said and
thereby granted, or on the said yearly rent, or on the there-
on and thereout reserved and made payable, the first
half-yearly payment to be made on the last day of ,
19 . And upon default of paying the said yearly ren-
t in the days and times and in the manner aforesaid, it shall

and may be lawful for the said [redacted] his heirs and assigns, to enter into and upon the said hereby granted premises, or any part or parcel thereof, and into the buildings thereon to be erected, and to distrain for such yearly rent so then in arrear and unpaid, and to proceed with and sell such distrained goods and effects according to the usual course of distresses for rent charges. But, if sufficient distress for the purposes aforementioned and the payment of the charges attendant upon such [redacted] cannot be found upon the said premises, it shall and may be lawful for the said [redacted] his heirs and assigns, wholly to re-enter upon the said parcel and [redacted] its improvements, and the same to have again, repose and enjoy as [redacted] and completely as though this Indenture [redacted] never been executed.

And the said [redacted] for himself, his heirs, executors, administrators and assigns, do hereby covenant, promise and agree to and with the said [redacted] his heirs and assigns by these presents, that he, the said [redacted] the said yearly rent or sum of [redacted] lawful money as aforesaid, shall and will well and truly pay, or cause to be paid on the days and times hereinbefore mentioned and appointed for such payment, without any deduction or abatement or by reason of any charges, taxes or assessments whatsoever, it being the express agreement of the parties hereto that the said [redacted] his heirs and assigns, shall pay all taxes whatsoever that shall hereafter be laid or assessed

virtue of any law whatsoever, upon the herein granted parcel, or the buildings thereon to be erected, or the said yearly rent charged thereon, or upon either or all of them, also that he, the said [redacted] his heirs or assigns, shall and will, within one year from the date hereof, erect and build on the said hereby granted parcel, a good and substantial brick or stone building, of sufficient value to secure the said yearly rent hereby reserved.

Provided always, nevertheless, that if the said [redacted] his heirs or assigns, shall and do, at any time hereafter, pa

or cause to be paid, unto the said _____, his heirs or assigns the sum of _____ lawful money as afore-said, and all arrearages of the said yearly rent to the time of such payment, then the same shall for ever thereafter cease and be extinguished, and the covenant for payment thereof shall become void; and then, he, the said _____, his heirs or assigns, shall and will, at the costs and charges of the said grantor, his heirs and assigns, seal and execute a sufficient release and discharge of the said hereby reserved yearly rent, to the said _____, his heirs and assigns, forever, anything hereinbefore to the contrary contained notwithstanding. And the said _____ for himself, his heirs, executors and administrators, doth covenant, promise and agree, to and with the said _____, his heirs and assigns, by these presents, that he the said _____, his heirs and assigns, paying the said yearly rent, or extinguishing the same, together with the taxes, and performing the covenants and agreements afore-said, shall and may, at all times hereafter forever, freely, peaceably and quietly have, hold and enjoy, all and singular the premises hereby granted, with the appurtenances, and take and receive the rents and profits thereof, without any molestation, interruption, or eviction, of the said _____, his heirs or any other person or persons whomsoever, lawfully claiming, or to claim, by, from or under him or any of them.

In witness, etc.

FORM 519.*Composition with Creditors.*

Indenture made this _____ day of _____ 19____
between the several persons whose names and descriptions are contained in the schedule hereto, hereinafter called the creditors, of the one part, and _____, of the other part. Whereas the said debtor is indebted to each of

the creditors in the sum written opposite to his or her name in the schedule hereto; and whereas the creditors have agreed to accept a composition of _____ cents in the dollar in full discharge of their said debts; now this indenture witnesseth, and it is hereby mutually agreed and decided, as follows:

The said debtor shall, on or before the _____ day of _____ next, pay to each of the creditors who shall execute these presents before that day a composition of _____ cents in the dollar on his or her said debt, which they, the said creditors, hereby agree to accept in full satisfaction and discharge of their said respective debts. In case such compensation shall be duly paid each of them, the creditors do hereby release the said debtor, his heirs, executors, administrators, estate and effects, from his or her debt, and do agree that such release shall be binding and effectual, although some of the creditors of the said debtor may not execute these presents. Provided always that in case the said debtor shall not on or before the said _____ day of _____ pay to each of the creditors, who shall execute these presents before such day, the said composition of _____ cents in the dollar on his or her debt, as hereinbefore provided, then these presents shall be void.

In witness, etc

FORM 520.

Special Clauses in Composition Deeds

Parties.

Indenture made this _____ day of _____ 19____ between _____, hereinafter called the Debtor, of the first part; _____, of _____, and _____, hereinafter called the trustees, of the second part; and the several persons, companies and firms, whose names and seals are hereunder signed and affixed respectively, being creditors of the said debtor, and all other creditors of the said debtor _____ according hereto, hereinafter called the parties of the third part.

FORM 521.*Agreement to Pay and Accept Composition.*

And whereas it has been agreed that the said
shall pay to the said creditors a composition of
cents in the dollar on the amount of their said respective
debts, to be secured and paid in the manner hereinafter ap-
pearing, and the said creditors have agreed with the said
and mutually each with the others to accept such
composition in satisfaction of their debts, and to execute the
release hereinafter contained, etc.

FORM 522.*Agreement to Pay Composition by Instalments.*

Now these presents witness, that in pursuance of such
arrangement, and as well in consideration of the agreements
on the parts of the said creditors respectively hereinafter
contained, he the said debtor, doth truly agree to and with
several creditors and firms respectively, that he, the said
debtor, shall and will pay, or cause to be paid, to them, the
said several creditors, respectively, or their respective execu-
tors, administrators or assigns a composition of _____ cents
in the dollar on the amount of their several and respective
debts, without any deduction whatsoever by four equal instal-
ments on the respective days following, viz.: One equal fourth
part of the said composition _____
next; one other equal fourth part _____
day of _____ next; one other equal fourth part _____
in the _____ day of _____ next; and one
equal fourth part thereof on the _____ day of _____
next; together with all the costs and expenses whatsoever of
and attending the preparation and execution of these pre-
sents, and incident to the said composition, or so far as the
said estate will thereunto extend.

FORM 523.*Joint and Several Covenant by Debtor and Surety to Pay Composition.*

Now this Indenture witnesseth that in pursuance of the said agreements, and in consideration of the premises and of the release hereinafter contained, the said debtor and surety, jointly and severally, covenant with the said or other, the trustee for the time being of these presents, that they or one of them will pay to the said trustee in trust for the said creditors, such a sum as shall be equal to _____ cents in the dollar on the total amount of the debt specified in the schedule hereunto annexed, by two equal instalments, the first of such instalments to be paid on the _____ day of _____ next, and the second instalment on the _____ day of _____ next.

FORM 524.*Agreement of Creditors to Accept Composition.*

And also that they, the said several creditors and firm, do hereby severally, but so far only as relates to their assets, and his own separate acts, claims and demands, and subject to the proviso hereinafter contained for avoiding the agreement hereby made, in the event hereinafter mentioned, agree and with the said debtor and sureties, and each of them, that they, the said several creditors, and each of them, respectively, shall and will receive and accept the said composition or the proceeds of the said estate, if insufficient to pay it, in full satisfaction of the amount of their said respective debts, claims and demands, by the instalments, and on the day hereinbefore appointed for payment thereof.

FORM 525.*Covenant of Debtor to Assist Trustees.*

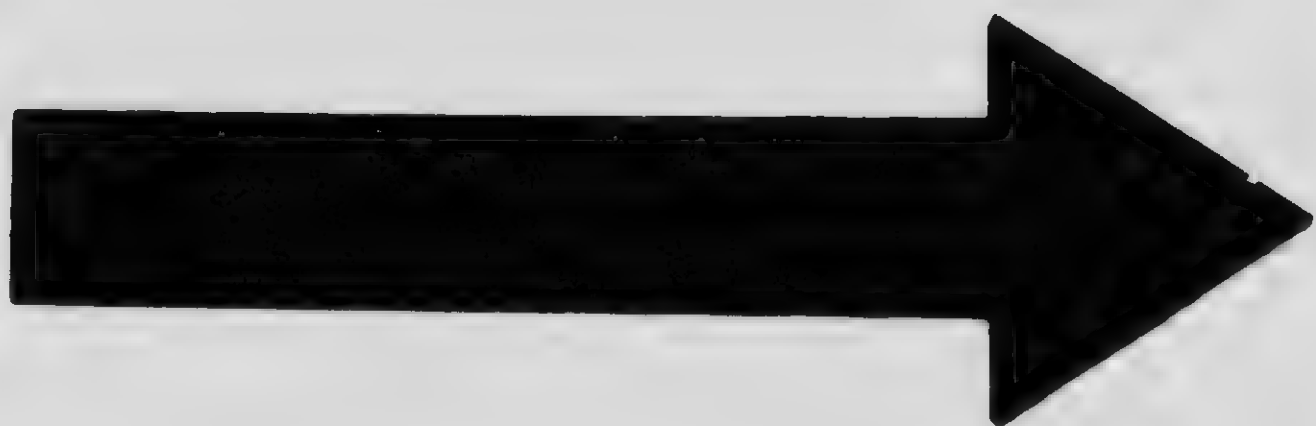
And that he will, to the best of his ability, assist the trustees in carrying on the said business as aforesaid, and in winding up the same, and in obtaining possession of and realizing all the property and effects hereby conveyed, in accordance with the directions that shall from time to time be given him in that behalf by the said trustees, and will execute and do all such assurances and things as may be necessary for effectuating these purposes.

FORM 526.*Power for Trustees to Arrange with Non-Assenting Creditors*

The Trustees, in their discretion, may also pay in full, or make such compromise or arrangements with any creditor or creditors, secured or otherwise, of the debtor, who shall refuse to execute or accede to, or approve of, these presents, for the payment or satisfaction of his or their respective claim or claims, and may pay the costs of any such creditor or creditors who shall institute any proceeding against the debtor for recovery of his or their respective claim or claims.

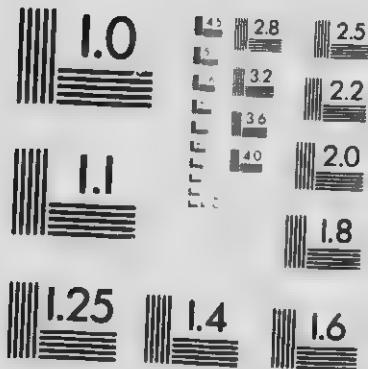
FORM 527.*On Default, Deed to be Voidable at any Creditor's Election.*

Provided always, and it is hereby agreed and declared that, in case the said notes shall not be paid when the respectively become due and payable, or, in case there shall be any default on the part of either the said debtor or surety in the performance of the covenant hereinbefore contained, then, in such case, as to any creditor, in respect of whom such default shall have been made, these presents shall, subject to the proviso and agreement hereinafter contained, be voidable at his election, but without prejudice to any acts that may have been theretofore done in pursuance hereof.



MICROCOPY RESOLUTION TEST CHART

ANSI and ISO TEST CHART No. 2



APPLIED IMAGE Inc

1055 E. Main St.
Rochester, N.Y. 14609
16 442
161 248

FORM 528.*Creditors Electing to Avoid the Debt to Discharge Surety.*

Provided, nevertheless, and it is hereby agreed and declared, that in case any creditor shall elect to avoid these presents under the above proviso, then the said surety shall henceforth stand released from all further liability under the covenants hereinbefore contained; or, upon any promissory notes, not then already due, made in pursuance of the said covenants in favour of such creditor, as aforesaid, and such creditor shall erase, or cause to be erased, from any such promissory note not already due, the name of the said surety without prejudice, nevertheless, to the rights of such creditor against the said debtor, and shall indemnify the said surety against all liability on such note.

FORM 529.*Conveyance to a Railway Company.*

Know all men by these presents, that I (or we) (insert the name or names of the Vendor or Vendors) in consideration of dollars paid to me (or us) by Railway Company, the receipt whereof is hereby acknowledged, do grant and convey unto the said Company, and I (or we) (insert the name or names of any other party or parties), in consideration of dollars paid to me (or us) by the said Company, the receipt whereof is hereby acknowledged, do grant and release all that certain parcel (or those certain parcels, as the case may be), of land (describe the land), the same having been selected and laid out by the said Company for the purpose of their railway, to hold with the appurtenances unto the said Railway Company, their successors and assigns (here insert any other clauses, conditions and covenants required), and I (or we),

wife (or wives) of the said do hereby bar my
(or our) dower in the said lands.

As witness my (or our) hand and seal (or hands and
seals) this day of 19 .

Signed, sealed and delivered)
in the presence of

[3 & 4 Geo. V. c. 30 (Ont.) Schedule A. and Sec. 303.]

FORM 530.

Deed to Trustees for Church—Manitoba.

This Indenture made in duplicate the day of
in the year of our Lord 19 , in pursuance of
the Act respecting Short Forms of Indentures, between
of the first part, and as trustees for the congrega-
tion of Church in in Manitoba, of the
second part:

Witnesseth that in consideration of lawful money
of Canada, now paid by the said parties of the second part
to the said party of the first part (the receipt whereof is
hereby by him acknowledged), he, the said party of the first
part, doth grant unto the said parties of the second part,
their successors and assigns, forever: all and singular that
certain parcel or tract of land and premises situate, lying
and being To have and to hold unto and to the
use of the said parties of the second part, and their succes-
sors as trustees for the congregation of Church in
in Manitoba, forever.

The said party of the first part covenants with the said
parties of the second part (*here insert the usual covenants*).

In witness whereof, etc.

R. S. M. 1902, c. 23 Form A. Schedule, 1

GUARANTEES.

FORM 531.

Guarantee to Manufacturer for Sales of Goods.

In consideration of one dollar to each of us, in hand paid by the Manufacturing Co., of and in consideration that it shall sell to of such goods as he may order from time to time, we do each of us hereby guarantee to the Manufacturing Co., the prompt payment in days from the date of each sale, of the price of all such goods sold to said by the said Manufacturing Company.

This agreement is a continuing guarantee, and is to be in full force and effect until revoked by us by a written notice delivered to the said Manufacturing Company, and we each of us hereby waive any notice to us, or either of us, of the sale of any goods made under this guarantee, and also waive and demand for payment thereof upon the purchaser. We also agree that this guarantee shall not be affected by the taking of any note or other obligation for the payment of the price of such goods sold to said by said Manufacturing Company, or by its taking any security for such payment.

In witness, etc.

FORM 532.*Guarantee to Bankers.*

To Messrs. & Co., Bankers, at :

Gentlemen,—In consideration of your consenting, at my request, to continue a banking account now kept by you with the firm of & Co., and to make advances from time to time thereon, I, the undersigned, hereby guarantee the payment of the current balance for the time being, due from the said firm to you, or to you and your future partner or partners, on the balance of account, for or on account, or in consequence of any notes, bills, loans, payments, discounts or other banking transactions made, entered into, or carried on by your firm to or for the use or on account of the firm of & Co., or for interest, commission or any other usual charges, or in consequence of any dealings or transactions whatever between your firm and the firm of & Co., or on its account: Provided that the whole amount of money to be ultimately recoverable by virtue of this agreement shall not exceed dollars.

And for the consideration aforesaid I further agree that this document shall operate as a continuing guarantee, and that no advance or advances you may from time to time make to the firm of & Co., beyond the extent before mentioned, nor the possession of any guarantee from any other person or persons, nor any other security or securities, nor any change whatsoever in the firm of & Co., or in the firm or partnership arrangements of your house, whether arising from death or otherwise, shall in any way determine or prejudice my liability under this agreement.

Witness, etc.

FORM 533.*Guarantee for Goods sold to a Third Person.*

To Messrs. & Co., of at
the persons who now or may from time to time constitute
said firm:

Gentlemen,—In consideration of your supplying Mr.
of with goods upon credit, I hereby guarantee you the due and regular payment of such sum or sums of money as at any time, and from time to time hereafter, he shall owe you for goods as supplied, or for any other account; but I am not to be answerable for more than dollars in respect of his dealings with you, and I give you full liberty to extend the period of credit to the said and to hold over or renew any bills, notes or other securities which you may at any time hold, and to grant him and the persons liable upon bills, notes or other securities an indulgence, and to compound or otherwise compromise with him and them as you may think fit, without the same discharging or in any manner affecting my liability, by virtue of this guarantee or creating a set-off or claim against the said sum of dollars, in respect of any dividend or payment you may receive on account from the said the persons liable as aforesaid, or his or their assigns, or on any security you may hold.

Dated this day of 19 .

FORM 534.*Another Form.*

To of in consideration of your having at my request consented to sell goods to Mr. .

I hereby guarantee to you the payment of such sum or sums of money as may at any time or times hereafter

become due to you from him in respect of goods sold, and you are at liberty to give him at any time, and from time to time, such extension of credit as you may think proper, but your liability is not to exceed _____ dollars for which sum this shall be a continuing guarantee.

Dated this _____ day of _____ 19 ____.

FORM 535.

Guarantee of Payment of Debt by Instalments in Consideration of Staying Suit.

To _____ of _____
In consideration of your staying proceedings in the action you have commenced against _____ in the County Court of the County of _____, to recover the sum of _____ dollars, I hereby guarantee to you that amount by weekly instalments of _____ dollars, and in default of payment of any one instalment I further agree that the balance then due of the said sum of _____ dollars shall be recoverable against me upon this guarantee.

Dated this _____ day of _____ 19 ____.

FORM 536.

Guarantee of Bond by Indorsement.

For value received, the _____ Railway Co. hereby guarantee to the holder hereof, payment of interest on the within bond of the _____ Steamship Co., and also the payment of the principal thereof when the same becomes due and payable according to the tenor thereof. In witness whereof the _____ Railway Co. has caused these presents to be subscribed by its president, and its corporate seal to be affixed and attested by its secretary, by express authority of its Board of Directors, this _____ day of _____ 19 ____.

FORM 537.*Guarantee of Rent to be Endorsed on Lease.*

In consideration of the making of the within-written lease, I do hereby covenant and agree with the within named lessor, his heirs, executors, administrators and assigns, that if default shall at any time be made by the said Lessee, his executors, administrators or assigns, in the payment of the rent or the performance of the covenants in the within lease contained, on his and their part to be paid and performed, I will well and truly pay the said rent, or any arrears thereof that may remain due, and also all damages that may arise in consequence of the non-performance of said covenants, either of them, without requiring notice of any such default from the said lessor or other person having his estate in said premises.

Witness my hand and seal, this day of 19

FORM 538.*Form of Guarantee by Assignor of Mortgage.*

And the said Assignor hereby covenants with the said assignee, that the said indenture of mortgage is a good, valid and sufficient security for the said principal and interest now imposed thereon, and the said Assignor hereby guarantees the due payment by the Mortgagor, his heirs, assigns of the said principal money and interest.

LAND TITLES.

DOMINION.

The Law relating to Land Titles Forms in regard to Dominion Lands is to be found in the Revised Statutes of Canada, 1906, chapter 110.

FORM 539.

Application to Bring Land under the Operation of the Land Titles Act.

To the registrar of _____ registration district.

I (insert name and addition), hereby apply to have the land hereinafter described brought under the operation of the Land Titles Act. And I declare:

1. That I am the owner (or agent for _____, the owner) of an estate in fee simple in possession (or of an estate of freehold in possession for my life or otherwise as the case may require) in all that piece of land, being (here describe the land).

2. That such land, including all buildings and other improvements thereon, is of the value of _____ dollars, and no more.

3. That there are no documents or evidences of title affecting such land in my possession, or under my control, other than those included in the schedule thereto.

4. That I am not aware of any mortgage or encumbrance affecting the said land, or that any other person has any estate or interest therein at law or in equity, in possession, remainder, reversion or expectancy (if there be any add: other than as follows, and set the same forth).

5. That the said land is now occupied (or under application to be occupied or occupied) all by whom and state the name and addition of the occupant and the nature of the occupation).

6. That the names and addresses, so far as known to me of the occupants of all lands contiguous to the said land are as follows:

7. That the names and addresses so far as known to me of the owners of all lands contiguous to the said land, are as follows:

(If the certificate of title is not to be granted to the applicant, add: And I direct the certificate of title to be granted in the name of (insert name and addition).)

Dated this day of , 19

Made and subscribed at

In the presence of

(Signature).

R. S. C. 1906, c. 110, Form F. Schedule.]

FORM 54C.

Affidavit of Applicant.

North-West Territories of Canada, } I.

(or as the case may be) } of

District of } make oath and say:

To Wit:

1. That I am the applicant named in the application hereto annexed.

2. That the several statements contained in the application are true, to the best of my knowledge and belief.

Sworn before me at the of

in the of , this

day of A.D. 19

(Signature.)

R. S. C. 1906, c. 110, Form G. Schedule.]

FORM 541.

I, _____, of the _____, do hereby certify that the _____

North-West Territories of Canada, I, _____
 (or as the case may be) the _____ of _____
 District of _____ of _____, in _____
 To Wit: _____ of the _____
 I make oath and say:

1. I am an officer of the Hudson's Bay Company, _____
 to make this affidavit by the authority and under the approval
 of the Minister of the Interior of Canada.

2. Title to the lands mentioned in the accompanying appli-
 cation now produced and shown to me, and marked with the
 letter A, passed to the said company by notification under the
 provisions of _____ of the Dominion Lands Act (or
 by letters patent issued on _____ stating date as the case
 may be).

3. The said company are, at the date of this affidavit,
 absolutely entitled to the said lands in fee simple and have
 not encumbered the same in any way whatsoever.

4. And the said lands are not subject to any execution,
 and are not chargeable with any arrears of municipal taxes,
 rates or assessments.

Sworn before me at the _____
 of _____, in the _____)
 of _____ this _____ - (Signature)
 day of _____ A.D. 19 _____)

FORM 542.*Transfer.*

I, A.B., being the sole owner of an estate (*state the nature of estate*) subject, however, to such encumbrances, liens and interests as are notified by memorandum underwritten (*or endorsed thereon*) in all that certain tract of land containing _____ acres more or less, and being (*part of*) _____ section _____ township _____ range _____ in the _____ (*or as the case may be*) (*here state rights of way, privileges, easements, if any, intended to be conveyed along with the land, and if the land dealt with contains all included in the original grant refer thereto for descriptions of parcels and diagrams; otherwise set forth the boundaries and accompany the description with a diagram*), do hereby in consideration of a sum of _____ dollars paid to me by E.F., the receipt of which sum I hereby acknowledge, transfer to the said E.F. all my estate and interest in the said piece of land (*When a lesser estate describe such lesser estate*).

In witness whereof, I have hereunto subscribed my name this _____ day of _____, 19____.

Signed by A.B. in the presence of _____

(Signature.)

R. S. C. 1906, c. 110, Form L, Schedule I.

Surveyor's Certificate.

I, _____ Dominion land surveyor, do solemnly declare that this plan accurately shows the manner in which the land included therein has been surveyed and subdivided by me, and that the said plan is prepared in accordance with the provisions of the Land Titles Act.

Dated at _____ 19____.

Signed in the presence of _____

A.B.,

Dominion Land Surveyor

R. S. C. 1906, c. 110, Form K, Schedule I.

FORM 543.*Lease.*

I, A.B., being registered as owner, subject to, however, to all mortgages and encumbrances as are set forth in the memorandum underwritten (or *underwritten*) of that parcel and described as follows: (*here insert description containing* _____ acres more or less (*there state equals of city, village, or town, intended to be conveyed as a part of the land, and if the land dealt with contains a remainder in the original grant or certificate of title or otherwise set forth the lot or description and diagram otherwise set forth the lot or lots by metes and bounds*)) do hereby lease to E.F. of (*insert description*) all the said land, to be held by him, the said E.F., as tenant for the space of _____ years, from (*there state the date and term*) at the yearly rental of _____ dollars, payable (*there insert terms of payment of rent*) subject to the covenants and powers implied (*also set forth any special covenants or modifications of implied covenants*).

I, E.F., of (*here insert description*) do hereby accept this lease of the above described land to be held by me as tenant, and subject to the conditions, restrictions and covenants above set forth.

Dated this _____ day of _____ 19____

Signed by the above named A.B., as lessor, and E.F. as lessee, in the presence of _____

(*Signature of lessor.*)

(*Signature of lessee.*)

(*Here insert memorandum of mortgages and encumbrances.*)

FORM 544.*Short Covenants in Lease.*

Column One.

Column Two

1. Will not, with-
out leave, assign or
sublet.

2. Will fence.

3. Will cultivate.

4. Will not cut
timber.

1. The covenantor, his executors, administrators, or transferees, will not, during the said term, transfer, assign or sublet the land and premises hereby leased or any part thereof, or otherwise by act or deed procure the said land and premises, or any part thereof, to be transferred or sublet without the consent in writing of the lessor or his transferees first had and obtained.

2. The covenantor, his executors, administrators or transferees will during the continuance of the said term, erect and put upon the boundaries of the said land or on those on which no substantial fence exists a good and substantial fence.

3. The covenantor, his executors, administrators, or transferees will at times during the said term, cultivate, use and manage in a proper husbandlike manner, all such parts of the land as are now or shall hereafter, with the consent in writing of the said lessor or his transferees be broken up or converted into tillage, and will not impoverish or waste the same.

4. The covenantor, his executors, administrators, or transferees, will not cut down, fell, injure, or destroy any living timber or timberlike trees standing and being upon the said land without the consent in writing of the said lessor or transferees.

Column One.

Column Two

5. Will not carry on offensive trade. 5. The covenantor, his executors, administrators or transferees, will not, at any time during the said term, use, exercise or carry on, or permit or suffer to be used, exercised or carried on, in or upon the said premises, or any part thereof, any noxious, noisome, or offensive art, trade or business, occupation or calling; and no act, matter or thing whatsoever shall at any time during the said term, be done, in or upon the said premises, or any part thereof, which shall or may be or grow to the annoyance, nuisance, grievance, damage or any disturbance of the occupiers or owners of the adjoining lands and properties.

R. S. C. 1906, c. 110, Form M, Schedule 1

FORM 545.

Surrender of Lease.

In consideration of _____ dollars to be paid by (lessor or his assigns as the case may be), I do hereby surrender and yield up from the day of the date hereof _____ unto the lease (describe the lease fully) and the term therein created.

Dated the _____ day of _____ A.D. 19 _____

Signed by the above named _____
in the presence of _____

(Signature.)

R. S. C. 1906, c. 110, Form N, Schedule 1

FORM 546.*Mortgage.*

I, A.B., being registered as owner of an estate (*here state nature of interest*) subject, however to such encumbrances, liens and interests, as are notified by memorandum under written (*or endorsed hereon*) in that piece of land described as follows: (*here insert description*) containing acres be the same more or less (*here state rights of way, privileges, easements, if any, intended to be conveyed along with the land, and if the land dealt with contains all included in the original grant, refer thereto for descriptions of parcels and diagrams; otherwise set forth the boundaries and accompany the description with a diagram*) in consideration of the sum of dollars lent to me by E.F. (*here insert description*) the receipt of which sum I do hereby acknowledge, covenant with the said E.F.

Firstly: That I will pay to him, the said E.F. the above sum of dollars, on the day of

Secondly: That I will pay interest on the said sum at the rate of on the dollar, in the year, by equal payments on the day of , and on the day of in every year.

Thirdly: (*Here set forth special covenants if any*).

And for the better securing of the said E.F., the repayment in the manner aforesaid, of the principal sum and interest I hereby mortgage to the said E.F. my estate and interest in the land above described.

In witness whereof, I have hereunto signed my name this day of 19 Signed by the above-named A. B. as mortgagor in the presence of

(*Signature of Mortgagor.*)

(*Insert memorandum of mortgages and encumbrances.*)

(*For form of transfer of mortgage, see Form S.*)

FORM 547.*Encumbrance.*

I, A.B., being registered as owner of an estate (*state nature of estate*) subject however, to such mortgages, and encumbrances as are notified by memorandum underwritten or endorsed hereon) in that piece of land described as follows: (*here insert description*) containing _____ acres more or less (*here state rights of way, privileges, easements, any intended to be conveyed along with the land, and if the land dealt with contains all included in the original grant certificate of title, refer thereto, for description of parcels and diagrams, otherwise set forth the boundaries and accompany the description by a diagram*) and desiring to render the said land available for the purposes of securing to and for the benefit of C. D. of _____ (*description*) of the (*sum annuity or rent charge*) hereafter mentioned, that is to be paid at the times and in the manner following, that is to say: (*here state the times appointed for the payment of the sum annuity, or rent charge intended to be secured, the interest if any and the events in which the sum, annuity or rent charge shall become and cease to be payable, also any special covenants or powers and any modification of the powers or remedies given to an encumbrancee by this Act*), and subject as aforesaid, the said C. D. shall be entitled to all powers and remedies given to an encumbrancee by the Land Titles Act.

Signed by the above named _____,
in the presence of _____

(*Signature of Encumbrancer*).

(*Insert memorandum of mortgages and encumbrances*).

FORM 548.*Affidavit to be Filed with a Mortgage or Encumbrance*

I, (name of mortgagor or encumbrancer, as the case may be), of the _____ of _____ in the _____ of _____ make oath and say:

(1) I am the mortgagor (or encumbrancer as the case may be) named in the hereunto annexed instrument, bearing date the _____ and made in favour of _____ against (describe the lands mortgaged or encumbered).

(2) The grant from the Crown of the said land has not yet been issued, but I claim to be the party rightfully in possession of the said land, and to be entitled to create the said mortgage (or encumbrance) and that particulars of the possession and title to the said land are as follows:—(I must be given such information as will satisfy the registrar as to the mortgagor's or encumbrancer's right to create the mortgage or encumbrance, and, in the case of such mortgagor or encumbrancer of land entered for by him as a homestead pre-emption under the provisions in that behalf contained in the Dominion Lands Act, that he has been recommended for patent and received his certificate of recommendation in accordance with the said provisions.)

Sworn before me at the _____
of _____ in the _____
of _____ this _____
day of _____ 19 _____

(Signature.)

FORM 549.

Receipt or Acknowledgment of Payment of Mortgage or Other Encumbrance.

I, C. F., the mortgagee (*encumbrancee or assignee, as the case may be*) do acknowledge to have received all the moneys due or to become due under the within written mortgage (*or encumbrance, as the case may be*), and that the same is wholly discharged.

In witness whereof I have hereunto subscribed my name this day of , 19 .

Signed by the above C. D.,

in the presence of

(Signature.)

R. S. C. 1900, c. 110, Form R. Schedule.]

FORM 550.

Transfer of Mortgage, Encumbrance, or Lease.

I, C. D., the mortgagee (*encumbrancee or lessee, as the case may be*), in consideration of dollars, this day paid to me by X. Y., of , the receipt of which sum I do hereby acknowledge, hereby transfer to him the mortgage (*encumbrance or lease as the case may be, describe the instrument fully*), together with all my rights, powers, etc., and interest therein.

In witness whereof, I have hereunto subscribed my name this day of , 19 .

Signed by the said

in the presence of

C. D., Transferor.

Accepted X. Y., Transferee.

R. S. C. 1900, c. 110, Form S. Schedule.]

FORM 551.*Transfer of Part of Mortgage or Encumbrance.*

I, C. D., the mortgagee (or encumbrancer, as the case may be), in consideration of dollars this day paid to by X. Y. of the receipt of which sum I do hereby acknowledge, hereby transfer to him dollars of the mortgage (or encumbrance, as the case may be, described in instrument fully), together with all my rights, powers, title and interest therein, and the sum so transferred shall be preferred (or deferred or rank equally, as the case may be) to the remaining sum secured to the mortgage (or encumbrance).

In witness whereof, I have hereunto subscribed my name this day of , 19 .

Signed by the said in the presence of

C. D. Transferor.

Accepted X. Y. Transferee.

R. S. C. c. 110 Form T. Schedule 1

FORM 552.*Power of Attorney.*

I, A. B., being registered owner of an estate (here state nature of the estate or interest), subject, however, to such encumbrances, liens, and interests as are notified by memorandum underwritten (or endorsed hereon), (here refer to schedule for description and contents of the several parcels of land intended to be affected, which schedule must contain reference to the existing certificate of title or lease for each parcel): do hereby appoint C. D. attorney on my behalf

to (here state the nature and extent of the powers intended to be conferred as to sell, lease, mortgage, etc.), the land in the said schedule described, and to execute all such instruments and do all such acts, matters and things as may be necessary for carrying out the powers hereby given and for the recovery of all rents and sums of money that may become or are now due, or owing to me in respect of the said lands, and for the enforcement of all contracts, covenants, or conditions binding upon any lessee or occupier of the said lands, or upon any other person in respect of the same, and for the taking and maintaining possession of the said lands, and for protecting the same from waste, damage, or trespass.

In witness whereof, I have hereto subscribed my name this day of , 19 .

Signed by the above-named A.B.,
in the presence of

(Signature).

R. S. C. 1906, c. 110, Form V. Schedule.]

FORM 553.

Revocation of Power of Attorney.

I, A. B., of , hereby revoke the power of attorney given by me to , dated the day of 19 , and recorded in the Land Titles Office at for the Land Registration district on the day of , 19 , as Number .

In witness whereof I have hereunto subscribed my name this day of 19 .

Signed by the above-named A.B.,
in the presence of

(Signature).

R. S. C. 1906, c. 110, Form W. Schedule.]

FORM 554.*Transfer of Land Under Process of Law.*

I, _____, of _____, the person appointed to execute the process hereinafter mentioned in pursuance of a writ dated the _____ day of _____, one thousand nine hundred and _____, and issued out of (insert name of Court) a Court of competent jurisdiction, in an action wherein _____ is the plaintiff, and _____ the defendant, which said _____ is registered as the owner of the land hereinafter described, subject to the mortgage- and encumbrances notified hereunder, do hereby, in consideration of the sum of _____ paid to me as, _____, afore said by E. F. (insert addition) transfer to the said E. F. as that piece of land (here insert a sufficient description of the land, and refer to the debtor's certificate of title or grant).

Dated the _____ day of _____, one thousand nine hundred and _____.

Signed by the above-named _____
in the presence of _____

(Signature with official seal).

Mortgages and encumbrances referred to. (State them)

R. S. C. 1906, c. 110, Form X. Schedule.]

FORM 555.*Transfer of Land on Sale for Taxes.*

I, _____, of _____, by virtue of authority vested in me to sell lands for arrears of taxes by _____ do hereby, in consideration of the sum of _____ paid to me by E. F. (insert addition) transfer to the said E. F. as

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that piece of land being *(here insert a sufficient description of the land, and refer to the certificate of title)*.

Dated the day of , one thousand nine
hundred and .

Signed by the above-named
in the presence of

(Signature with official seal).

R. S. C. 1906, c. 110, Form X.]

FORM 555a.

Transfer of Land Under Decree or Order of a Court of Competent Jurisdiction.

I, *(insert name)*, in pursuance of a decree *(or order)* of *(insert name of Court)*, a Court of competent jurisdiction, dated the day of , one thousand nine hundred and , and entered in the register vol. , hereby transfer to E. F. *(insert addition)*, subject to the mortgages and encumbrances, notified hereunder, all that piece of land being *(here insert a sufficient description of the land and refer to the certificate of title or grant)*.

Dated the day of , one thousand nine
hundred and .

Signed by the above-named
in the presence of

(Signature with official seal).

Mortgages and encumbrances referred to. (State them).

R. S. C. 1906, c. 110, Form X Schedule.]

FORM 556.

Transfer of Lease, Mortgage, or Encumbrance, under Decree or Order of a Court of Competent Jurisdiction.

I, (insert name), in pursuance of a decree or order (insert name of Court), a Court of competent jurisdiction dated the day of one thousand nine hundred and , and entered in the register, vol. fol. , hereby transfer to E. F. (insert addition), subject to the mortgages and encumbrances notified under the lease, (or mortgage or encumbrance as the case may be), granted by , in favour of of (or upon), all that piece of land (here insert description of the lease, mortgage, or encumbrance, and refer to the register instrument).

Dated the day of , one thousand nine hundred and .

Signed by the above-named ,
in the presence of .

(Signature with official seal).

Mortgages and encumbrances referred to. (State them.)

R. S. C. 1906, c. 110, Form X Schedule 1

FORM 557.

Transfer of Lease, Mortgage or Encumbrance Under Process of Law.

I, , of , the person appointed to execute the writ hereinafter mentioned (or otherwise, as the case may be), in pursuance of a writ of fieri facias tested the day of one thousand nine hundred and , and issued out of (insert name of Court), a Court of competent jurisdiction in an action wherein

the plaintiff, and the defendant, which said
 is registered as the owner of a lease (mortgage or
 encumbrance as the case may be) numbered _____ of
 (or upon), the land hereinafter described, subject to the
 mortgages or encumbrances notified hereunder, to take on in
 consideration of the sum of _____ paid to me as
 attorney, or T. (insert additional) transfer to the said E. F.
 the lease (mortgage or encumbrance) granted by
 and in favour of _____ dated the _____ day of _____
 to, in and over (then describe the land according to
 the description in the case, mortgage or encumbrance, and
 refer to the registered instrument, if).

Dated the _____ day of _____ one thousand nine
 hundred and _____

Signed by the above-named _____
 in the presence of _____

(Signature with official seal)

R. N. C. 1906, c. 110, Form X Schedule.]

FORM 358.

Caveat.

To the registrar _____ district:

Take notice that I, A. B. of (insert description) claiming
 (here state the nature of the estate or interest claimed and
 the grounds upon which such claim is founded in) (here de-
 scribe land and refer to certificate of title), forbid the regis-
 tration of any transfer affecting such land or the granting of
 a certificate of title thereto except subject to the claim
 herein set forth.

My address is:

Dated this _____ day of _____, 19 _____

(Signature of caveator or his agent).

FORM 559.

I, the above named A. B. (or C. B., agent for the above A. B.), of (residence and description), make oath (or affirmation, as the case may be), and say that the allegations in the above event are true in substance and in fact (and if there is no personal knowledge add), as I verily believe.

Sworn, etc.

(Signature).

(If the affidavit is by an agent, a copy of the authority power under which he claims to act is to be annexed).

R. S. C. 1906, c. 110, Form Y Schedule.]

FORM 560.*Affidavit of Attestation of an Instrument.*

I, A. B. of in the make oath and say
1. I was personally present and did see named in the (within or annexed) instrument, who is personally known to me to be the person named therein duly sign at and execute the same for the purposes named therein:

2. That the same was executed at the in the , and that I am the subscribing witness thereto.

3. That I know the said , and he is in my belief of the full age of twenty-one years.

Sworn before me at)
in the)
this day)
of A.D., 19 .)

(Signature).

R. S. C. 1906, c. 110, Form Z.1

FORM 561.*Reference by Registrar to the Judge.*

(Place and Date.)

In the matter of the registration of transfer (or as the case may be) A. B. to C. D.

The registrar, under the provisions of the Land Titles Act, hereby refers the following matter to the Judge, to wit:

(Here state briefly the difficulty that has arisen). The parties interested, so far as the registrar knows or has been informed, are: (Here give the names).

(Signature).

(Official seal).

Registrar

[S. C. 1900, c. 110, Form A.A. Schedule.]

FORM 562.*Demand to Return Certificate of Title.*

To (name of owner or whoever is custodian of certificate):

You are hereby required to forward to the Land Titles Office, certificate of title No. _____, in favour (insert owner's name) for (description of land), as the same is required by me, pursuant to the provisions of the Land Titles Act for the purpose (purpose for which certificate is required and whether or not by direction of a Judge).

Your attention is called to the provisions of sections 151 and 155 of the said Act, and the penalty therein provided for neglect or refusal to comply with this demand.

A. B.

Registrar

District.

[S. C. 1900, c. 110, Form B.B. Schedule.]

ALBERTA.

The Law relating to the "Land Titles" System in Alberta is to be found in Chapter 24 of the Statutes of Alberta, 1900 as amended by Chapter 5, 1907, Chapter 20, 1908, Chapter 1, 1909, Chapter 5, 1909, Chapter 2, 1910, and Chapter 1911-12.

FORM 563.*Certificate of Title.*

Canada, |
Province of Alberta, |
Registration District. |

This is to certify that A. B. of _____ is now owner of an estate (*describe the estate*) of and in (*describe the property*) subject to the encumbrances, liens, and interests notified by memorandum underwritten or endorsed hereon, or which may hereafter be made in the register.

In witness whereof I have hereunto subscribed my name and affixed my official seal this _____ day of _____ A.D. 19____.

And if subject to a mortgage say:

The title of A. B. is subject to mortgage, dated the _____ day of _____, made by A. B. to W. B. to secure (here state the amount secured, the rate of interest per cent per annum and the respective dates from which the principal and interest are secured), payable as therein mentioned. (The mortgage is discharged say): "The above mortgage _____ is discharged this _____ day of _____ A.D. 19____" (here state the distinguishing letter or number in the register and the number of the folio therein).

And if subject to a lease say:

The title of A. B. is subject to a lease, dated the _____ day of _____, made by A. B. to Y. Z., for the term of _____ years.

When the transfer is absolute say:

This certificate of title is cancelled and a new certificate
of title, No. issued this day of A. D. 19 .

(Signature).

Statutes of Alberta, 1906, c. 24, Form E, Schedule.]

FORM 564.

*Application to Bring Land under the Operation of the
Land Titles Act.*

To the Registrar of Registration District:

I (*insert name and addition*) hereby apply to have the
land hereinafter described brought under the operation of
the Land Titles Act. And I declare:

1. That I am the owner (*or agent for* , *the
owner*) of an estate in fee simple in possession (*or of an
estate in freehold in possession for my life or otherwise as
the case may require*) in all that piece of land being (*here
describe the land*).

2. That such land, including all buildings and other
improvements thereon, is of the value of dollars
and no more.

3. That there are no documents or evidences of title
affecting such land in my possession or under my control
other than those included in the schedule hereto.

4. That I am not aware of any mortgage or encum-
brance affecting the said land or that any other person has
any estate or interest therein at law or in equity, in pos-
session, remainder, reversion or expectancy (*if there be
any add; other than as follows; and set the same forth*).

5. That the said land is now occupied (*if unoccupied
prefix un to occupied, if occupied add by whom, and state
the name and addition of the occupant and the nature of
his occupancy*).

6. That the names and address-e- so far as known to me of the occupants of all lands contiguous to the said land are as follows:

7. That the names and addresses so far as known to me of the owners of all lands contiguous to the said lands are as follows:

(If the certificate is not to be granted to the applicant add: And I direct the certificate of title to be granted in the name of (insert name and addition).)

Dated this day of , 19 .

Made and subscribed at)
in presence of) (Signature)

Statutes of Alberta 1906, c. 24 Form F. Schedule & Sec. 28.]

FORM 565.

Affidavit.

Province of Alberta, } I, of make oath
District of } and say:
To Wit:

1. That I am the applicant named in the application hereto annexed.

2. That the several statements contained in the said application are true, to the best of my knowledge and belief.

Sworn before me at the
of in the of (Signature).
this day of }
A.D. 19 .

Statutes of Alberta 1906, c. 24, Form G. Schedule.]

FORM 566.

Transfer.

I, A. B. being registered owner of an estate (*state the nature of estate*) subject, however, to such encumbrances, liens and interests, as are notified by memorandum underwritten (*or endorsed hereon*) in all that certain tract of land containing _____ acres more or less, and being (*part of*) section _____ township _____ range _____, in the (*or as the case may be*) (*here state rights of way, privileges, easements if any, intended to be conveyed along with the land and if the land dealt with contains all included in the original grant refer thereto for descriptions of parcels and diagrams; otherwise set forth the boundaries and accompany the descriptions by a diagram*) do hereby in consideration of a sum of _____ dollars paid to me by E. F., the receipt of which sum I hereby acknowledge, transfer to the said E. F. all my estate and interest in the said piece of land. (*When a lesser estate describe such lesser estate*).

In witness whereof I have hereunto subscribed my name this _____ day of _____, 19____.

Signed by A. B. in the _____
presence of _____ (*Signature*).

Statutes of Alberta 1900, c. 24, Form J, Schedule & Section 48.]

FORM 567.

Lease.

I, A. B. being registered as owner, subject, however, to such mortgages and encumbrances as are notified by memorandum underwritten (*or endorsed hereon*) of that piece

of land (*describe it*) part of _____ section _____
 township _____, range _____ (or as the case
 may be) containing _____ acres more or less (*here
 state rights of way, privileges, easements if any intended
 to be conveyed along with the land, and if the land does
 not contain all included in the original grant or certificate
 of title or lease, refer thereto for description and acreage
 or otherwise set forth the boundaries by metes and
 bounds*) do hereby lease to E. F. of (*here insert description*)
 all the said land to be held by him, the said E. F.
 as tenant for the space of _____ years from (*here state
 the date and term*) at the yearly rental of _____
 dollars, payable (*here insert terms of payment of rent*)
 subject to the covenants and powers implied (*also set forth
 any special covenants or modifications of implied covenants*).

I, E. F. of (*here insert the description*) do hereby accept
 this lease of the above described land, to be held
 of me as tenant, and subject to the conditions, restrictions and
 covenants above set forth.

Dated this day of _____

Signed by the above named _____, (*Signature of lessor*)

A. B. as lessor and _____ (*Signature of lessee*)

E. F. as lessee, in presence of _____

(*Here insert memorandum of mortgages and incumbrances*)

Statutes of Alberta, 1906, c. 24, Form K, Schedule & Section 54

FORM 538.

Short Covenants in Lease.

Column One.

Column Two.

- | | |
|---|---|
| <p>1. Will not, without leave in writing, assign or sublet.</p> | <p>1. The covenantor, his executors, administrators, or transferees, will not, during the said term, transfer, assign, or sublet the land and premises hereby leased.</p> |
|---|---|

Column One.

Column Two.

or any part thereof, or otherwise by any Act or deed procure the said land and premises or any part thereof to be transferred or sublet without the consent in writing of the lessor or his transferees first had and obtained.

2. Will fence.

2. The covenantor, his executors, administrators, or transferees, will during the continuance of the said term erect and put upon the boundaries of the said land or on those boundaries on which no substantial fence now exists a good and substantial fence.

3. Will cultivate.

3. The covenantor, his executors, administrators, or transferees, will at all times during the said term cultivate use and manage in a proper husbandlike manner all such parts of the land as are now or shall hereafter, with the consent in writing of the said lessor or his transferees be broken up or converted into tillage and will not impoverish or waste the same.

4. Will not cut timber.

4. The covenantor, his executors, administrators, or transferees will not cut down, fell, injure, or destroy, any living timber or timberlike trees standing and being upon the said land without the consent in writing of the said lessor or his transferees.

5. Will not carry on offensive trade.

5. The covenantor, his executors, administrators, or transferees, will not, at any time during the said term, use, exercise or carry on or permit or suffer to be used, exercised, or carried on in or

Column One.

Column Two.

upon the said premises or any part thereof, any noxious, noisome, or offensive art, trade, or business, occupation or calling, and no act, matter, or thing, whatsoever shall at any time during the said term be done in or upon the said premises or any part thereof which shall or may be or grow to the annoyance, nuisance, grievance, damage, or any disturbance of the occupiers or owners of the adjoining lands and properties.

Statutes of Alberta 1906, c. 24, Form L, Schedule and Section 58.]

FORM 569.*Surrender.*

In consideration of _____ dollars to me paid by
(lessor or his assigns as the case may be), I do hereby surrender and yield up from the day of the date hereof
unto _____ the lease (*describe the lease fully*) and
the term therein created.

Dated the _____ day of _____ A.D. 19____

Signed by the above named }
in the presence of } (*Signature*).

Statutes of Alberta 1906, c. 24, Form M, Schedule & Section 59.]

FORM 570.*Mortgage.*

I, A. B., being registered as owner of an estate (*here state nature of interest*), subject, however, to such incumbrances, liens, and interests as are notified by memorandum underwritten (*or endorsed hereon*) of that piece of land (*description*) part of section , township , range , (*or as the case may be*) containing acres, be the same more or less (*here state rights of way, privileges, easements, if any, intended to be conveyed along with the land, and if the land dealt with contains all included in the original grants refer thereto for description of parcels and diagrams; otherwise set forth the boundaries and accompany the description by a diagram*) in consideration of the sum of dollars lent to me by E. F. (*insert description*), the receipt of which sum I do hereby acknowledge, covenant with the said E. F.

Firstly.—That I will pay to him, the said E. F., the above sum of dollars, on the day of .

Secondly.—That I will pay interest on the said sum at the rate of on the dollar, in the year, by equal payments on the day of and on the day of in every year.

Thirdly.—(*Here set forth special covenants, if any.*)

And for the better securing of the said E. F., the repayment in money aforesaid of the principal sum and interest, I hereby mortgage to the said E. F. my estate and interest in the land above described.

In witness whereof I have hereunto signed my name this day of 19

Signed by the above named)
A. B. as mortgagor, in the presence of) (*Signature of mortgagor*)

(*Insert memorandum of mortgages and incumbrances.*)

FORM 571.*Incumbrance.*

I, A. B., being registered as owner of an estate (state nature of estate), subject, however, to such mortgages or encumbrances as are notified by memorandum underwritten (or endorsed hereon) of that piece of land of (description) part of , section , township range (or as the case may be) containing acres, more or less (here state rights of way, privileges, easements, if any, intended to be conveyed along with the land and if the land dealt with contains all included in the original grant or certificate of title refer thereto for description of parcels and diagrams, otherwise set forth the boundaries and accompany the description by a diagram) and desiring to render the said land available for the purpose of securing to and for the benefit of C. D., of (description), the (sum of money annuity or rent charge) hereinafter mentioned, I hereby encumber for the benefit of the said C. D. with the (sum of money annuity or rent charge) of to be paid at the times and in the manner following, that is to say: (Here state the times appointed for the payment of the sum annuity or rent charge intended to be secured, the interest, if any, and the events in which such sum annuity or rent charge shall become and cease to be payable, also any special covenants or powers, and any modification of the powers or remedies given to an incumbrancee by this Act). And subject as afore-said, the said C. D. shall be entitled to all powers and remedies given to an encumbrancee by the Land Titles Act.

Signed by the above named) (Signature of Incumbrancee)
in presence of

(Insert memorandum of mortgages and incumbrances)

FORM 572.*Transfer of Mortgage, Incumbrance or Lease.*

I, C. D., the mortgagee, (*incumbrance or lessor as the case may be*) in consideration of dollar, this day paid to me by X. Y., of , the receipt of which sum I do hereby acknowledge, hereby transfer to him the mortgage (*incumbrance or lease as the case may be, describe the instrument fully*), together with all my rights, powers, title and interest therein.

In witness whereof I have hereunto subscribed my name this day of 19 .

Signed by the said) C. D. (*Transferor*).
in the presence of) X. Y. (*Transferee*).

Statutes of Alberta 1906, c. 24, Form Q, Schedule & Section 66.]

FORM 573.*Transfer of Part of Mortgage Incumbrance.*

I, C. D., the mortgagee (*incumbrance or lessor, as the case may be*) in consideration of dollars this day paid to me by X. Y., of , the receipt of which sum I do hereby acknowledge, hereby transfer to him dollars of the mortgage (*or incumbrance, as the case may be, describe the instrument fully*), together with all my rights, power, title and interest therein, and the sum so transferred shall be preferred (*or deferred, or rank equally, as the case may be*) to the remaining sum received by the mortgage (*or incumbrance*).

In witness whereof I have hereunto subscribed by name this day of 19 .

Accepted

Signed by the said) C. D. (*Transferor*).
in pre-nce of) X. Y. (*Transferee*).

Statutes of Alberta 1906, c. 24, Form R, Schedule & Section 66 (2) 1.

FORM 574.*Short Covenants in Mortgage.*

Column One.

1. Has a good title to the said land.

2. Has the right to mortgage the land.

Column Two.

1. And also that the said mortgagor the time of the sealing and delivery hereof, is and stands solely, rightly and lawfully seized of a good, sure, perfect, absolute and indefeasible estate of inheritance, in fee simple of and in all lands, tenements, hereditaments and all and singular other the premises herein before described, with their and every part of their appurtenances and of and every part and parcel thereof, without any manner of trusts, reservations, limitations, provisos or conditions except those contained in the original grant thereof from the Crown, or any other matter of thing to alter, charge, change, incumber or defeat the same.

2. And also, that the said mortgagor now has in himself good right, full power and lawful and absolute authority to mortgage the said lands, tenements, hereditaments and all and singular other the premises hereby mortgaged or hereinbefore mentioned or intended so to be, with their and every of their appurtenances unto the said mortgagee, his heirs, executors, administrators, and assigns in manner aforesaid and according to the true intent and meaning of these presents.

Column One

Column Two.

3. And that on default the (mortgagee) shall have quiet possession of the land.

3. And also, that from and after default shall happen to be made of or in the payment of the said sum of money, in the said above covenant mentioned, or the interest thereof, or any part thereof, or of or in the doing, observing, performing, fulfilling, or keeping of some one or more of the covenants in this mortgage particularly set forth contrary to the true intent and meaning of these presents, then and in every such case, it shall and may be lawful to and for the said mortgagee, his heirs, executors, administrators, and assigns, peaceably and quietly to enter into, have, hold, use, occupy, possess, and enjoy the aforesaid lands, tenements, hereditaments, and premises hereby mortgaged or mentioned or intended so to be, with their appurtenances without the let, suit, hindrance, interruption, or denial of him, the said mortgagor, his heirs, or assigns, or any other person or persons whomsoever.

4. Free from all incumbrances.

4. And that free and clear, and freely and clearly acquitted, exonerated and discharged of and from all arrears of taxes and assessments whatsoever due or payable on and in respect of the said lands, tenements, hereditaments, and premises, or any part thereof, and of and from all former conveyances, mortgages, rights, annuities, debts, judgments, executions and recognizances, and of and from all manner of other charges or incumbrances whatsoever.

Column One.

5. Will execute such further assurances on the land as may be requisite.

Column Two.

5. And also that from and after default shall happen to be made of or in payment of the said sum of money in the said covenant mentioned, or the interest thereof, or any part of such money or interest, or in the doing, observing, performing, fulfilling, or keeping of some one or more of the covenants in this mortgage particularly set forth contrary to the true intent and meaning of these presents and of the said covenants, then and in every such case the said mortgagor his heirs and assigns and all and every other person or persons whosoever having or lawfully claiming, or who shall or may have or lawfully claim any estate, right, title, interest, or trust of, in, to, or out of the lands, tenements, hereditaments, and premises hereby mortgaged or mentioned, or intended so to be, with the appurtenances, or any part thereof, by, from, under, or in trust for him, the said mortgagor shall and will, from time to time thereafter, at the proper costs and charges of the said mortgagee, his heirs, executors, administrators, and assigns, make, do, suffer and execute or cause or procure to be made, done, suffered and executed, all and every such further and other reasonable act or acts, deed or deeds, devices, conveyances and assurances in the law for the further, better, and more perfectly and absolutely conveying the said lands, tenements, hereditaments and premises, with the appur

Column One.

Column Two.

tenances unto the said mortgagee, his heirs, executors, administrators, and assigns as by the said mortgagee, his heirs, executors, or his or their counsel learned in the law, shall, or may be lawfully and reasonably devised, advised, or required so as no person who shall be required to make or execute such assurances shall be compelled for the making or executing thereof to go or travel from his usual place of abode.

6. Has done no act to encumber the land.

6. And also, that the said mortgagor hath not at any time heretofore made, done, committed, executed, or wilfully or knowingly suffered any act, deed, matter, or thing whatsoever whereby or by means whereof the said lands, tenements, hereditaments and premises hereby mortgaged or mentioned or intended so to be, or any part or parcel thereof, are, is, or shall, or may be in any wise impeached, charged, affected, or encumbered in title, estate, or otherwise howsoever.

Statutes of Alberta 1903, c. 24, s. 70, and Form 8, Schedule.

FORM 575.

Power of Attorney.

I, A. B., registered owner of an estate (here state nature of estate or interest), subject, however, to such encumbrances, liens and interests as are notified by memorandum written (or indorsed hereon) (here refer to schedule for description and contents of the several parcels of land in

tended to be affected, which schedule must contain reference to the existing certificate of title or lease of each parcel), do hereby appoint C. D. attorney on my behalf to (here state the nature and extent of the powers intended to be conferred as to sell, lease, mortgage, etc.), the land in the said schedule described and to execute all such instruments and do all such acts, matters, and things as may be necessary for carrying out the powers hereby given and for the recovery of all rents and sums of money that may become or are now due or owing me in respect of said lands and for the enforcement of all contracts, covenants or conditions binding upon any lessee or occupier of said lands, or upon any other person in respect of the same and for the taking and maintaining possession of the said lands and for protecting the same from waste, damage, or trespass.

In witness whereof I have hereunto subscribed my name this day of 19 .

Signed by the above named } (Signature).
A. B., in presence of }

Statutes of Alberta 1906, c. 24, Form T, Schedule & Section 721

FORM 576.

Revocation of Power of Attorney.

I, A. B., of , hereby revoke the power of attorney given by me to , dated the day of , 19 , and recorded in the Land Titles Office at for the land registration district on the day of , 19 as No. .

In witness whereof I have hereunto subscribed my name this day of 19 .

Signed by the above named } (Signature).
A. B., in presence of }

Statutes of Alberta 1906, c. 24, Form V, Schedule & Section 73.1

FORM 577.*Transfer of Land under Process of Law.*

I, _____ of _____, the person appointed to execute the process hereinafter mentioned, in pursuance of a writ dated the _____ day of _____, one thousand and nine hundred and _____, and issued out of (*insert name of court*), a court of competent jurisdiction, in an action wherein _____ is the plaintiff and _____ the defendant, which said _____ is registered as owner of the land hereinafter described, subject to the mortgages and encumbrances notified hereunder do hereby in consideration of the sum of _____ paid to me as aforesaid by E. F. (*insert addition*) transfer to the said E. F. all that piece of land being (*here insert a sufficient description of the land and refer to the debtor's certificate of title or grant*).

Dated the _____ day of _____, one thousand and nine hundred and _____.

Signed by the above named _____
in presence of _____ (*Signature with official seal*).

Statutes of Alberta 1906, c. 24 Section 79 and Schedule Form S.1

FORM 578.*Transfer of Lease, Mortgage, or Incumbrance under Process of Law.*

I, _____ of _____, the person appointed to execute the writ hereinafter mentioned (*or otherwise as the case may be*), in pursuance of a writ of fieri facias tested the _____ day of _____, one thousand nine

hundred and _____, and issued out of (*insert name of court*), a court of competent jurisdiction, in an action wherein _____ is the plaintiff and _____ the defendant, which said _____ is registered as the owner of a lease (*mortgage or incumbrance, as the case may be*), numbered _____ of (*or upon*) the land hereinafter described, subject to the mortgages or incumbrances notified hereunder, do hereby in consideration of the sum of _____ paid to me as _____ aforesaid by E. F. (*insert addition*) TRANSFER to the said E. F. the lease (*mortgage or incumbrance*) granted by _____ to and in favour of _____ dated the _____ day of _____, to, in and over (*here describe the land according to the description in the lease, mortgage, or incumbrance, and refer to the registered instrument*).

Dated the _____ day of _____, one thousand nine hundred and _____.

Signed by the above named) (*Signature with official seal*).
in presence of _____)

Statutes of Alberta 1906, Statute 24, Form V., Schedule and Sec. 79]

FORM 579.

Transfer of Land under Decree or Order of a Court of Competent Jurisdiction.

I, (*insert name*), in pursuance of a decree (*or order*) of (*insert name of court*), a court of competent jurisdiction, dated the _____ day of _____, one thousand nine hundred and _____, and entered in the register volume _____, fol. _____, hereby TRANSFER to E. F. (*insert addition*), subject to the mortgages and encum-

ances notified hereunder, all that piece of land being (*here insert a sufficient description of the land and refer to the certificate of title or grant*).

Dated the day of , one thousand
nine hundred and .

Signed by the above)
named in the presence of) (*Signature with official seal*).

Mortgages and incumbrances referred to. (State them).

Statutes of Alberta 1906, Form V, Schedule & Section 79.]

FORM 580.

*Transfer of Lease, Mortgage, or Incumbrance, under Decree
or Order of a Court of Competent Jurisdiction.*

I (*insert name*) in pursuance of a decree or order of
(*insert name of court*), a court of competent jurisdiction
dated the day of , one thousand
nine hundred and , and entered in the register
vol. , fol. , hereby TRANSFER to E.
F. (*insert addition*) subject to the mortgages and incum-
brances notified hereunder, the lease (*or mortgage or in-*
cumbrance, as the case may be) granted by in favor
of , of (*or upon*) all that piece of land (*here*
insert description of the land according to the description
in the lease, mortgage and encumbrance and refer to the reg-
istered instrument).

Dated the day of , one thousand
nine hundred and .

Signed by the above)
named in the presence of) (*Signature with official seal*).

Mortgages and incumbrances referred to. (State them).

Statutes of Alberta 1906, c. 24, Form V and Section 79.]

FORM 581.*Caveat Forbidding Registration.*

To the Registrar for _____ :

Take notice that I (*insert name and address of caveator*) claim (*specify the estate or interest claimed*) in (*describe land and refer to certificate of title*) standing in the register in the name of _____ ; and I forbid the registration of any person as transferee or owner of or of an instrument affecting the said estate or interest unless such instrument be expressed to be subject to my claim. I appoint as the place at which notices and proceedings relating hereto may be served,

Dated this _____ day of _____, 19____.

(*Signature of caveator or his agent*).

Statutes of Alberta 1906, c. 24, Form W, Schedule & Section 84.1

FORM 582.*Affidavit in Support of Caveat.*

I, (*the caveator or his agent*) make oath and say (*or solemnly declare*) as follows:

(1) I am the within named caveator (*or agent for the above named caveator*).

(2) I believe that I have (*or the said caveator has*) a good and valid claim upon the said land (*mortgage or incumbrance*) and I say that this caveat is not being filed for the purpose of delaying or embarrassing any person interested in or proposing to deal therewith.

Sworn before me, etc.

(*Signature*).

Statutes of Alberta 1906, c. 24, Form X, Schedule & Section 75.1

FORM 583.*Notice to Caveator to Take Proceedings on Caveat*

Take notice that the caveat lodged by you in the land titles office for the district of _____, on the _____ day of _____, 19____, forbidding the registration of any person as transferee or owner of or on any instrument affecting the estate or interest claimed in your caveat in respect of *(describe land and refer to certificate of title)*, unless such instrument be expressed to be subject to your claim will cease to have any effect after the expiration of sixty days *(or such shorter time as the Judge may order)* next ensuing the date at which this notice is served or sent to you by registered mail, unless in the meantime you take proceedings in court on your caveat. This notice is given pursuant to section 89 of the Land Titles Act.

Dated at _____, the _____ day of _____, 19____.

To *(the caveator)* at the address stated in the caveat.

(Signature of person giving the notice).

Statutes of Alberta 1906, c. 24, Form Y Schedule & Section 89,1

FORM 584.*Affidavit of Attestation of an Instrument.*

I, A. B., of _____, in the _____, make oath and say:

(1) I was personally present and did see _____ named in the *(within or annexed)* instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.

(2) That the same was executed at the _____, the _____, and that I am the subscribing witness thereto.

(3) That I _____, know the said _____, and is in my belief of the full age of twenty-one years.

N.B. Where an instrument is executed by an attorney under the provisions of section 72, paragraph 3 may be omitted

Sworn before me at _____, _____
in the _____, this _____ (Signature.)
day of _____ A.D. 19 _____

Statutes of Alberta 1906, c. 24, Form Z Schedule & Section 102

FORM 585.

Reference by Registrar to the Judge.

(Place and date).

In the matter of the registration of transfer (or as the case may be) A. B. to C. D.

The registrar, under section one hundred and thirteen of the Land Titles Act hereby refers the following matter to the Judge, to wit: *(Here state briefly the difficulty which has arisen).*

The parties interested so far as the registrar knows or has been informed are: *(here give the names).*

(Signature)

Registrar.

(Official seal).

Statutes of Alberta 1906, c. 24, Form AA Schedule & Section 113.

FORM 586.*Demand to Return Certificate of Title.*

To (name of owner or whoever is custodian of certificate),

You are hereby required to forward to the land titles office certificate of title No. _____, in favor of (insert owner's name) for (description of land), as the same is required by me pursuant to the provisions of the Land Titles Act, for the purpose (purpose for which certificate is required and whether or not by direction of a Judge).

Your attention is called to the provisions of sections 114 and 115 of the said Act and the penalty therein provided for neglect or refusal to comply with this demand.

A. B., Registrar. District.

Statutes of Alberta 1906, c. 24, Form BB Schedule & Secs. 114, 115.]

FORM 587.

I, _____, Alberta land surveyor, do solemnly declare that the survey represented by this plan has been made by me in accordance with the provisions of the Alberta Surveys Act and that this plan is correct and true to the best of my knowledge and belief and is prepared in accordance with the provisions of the Land Titles Act.

Dated at _____ this _____ day of _____ 19 _____
in the presence of _____

Statutes of Alberta 1906, c. 24, Form CC Schedule & Section 124.]

FORM 588.*The Land Titles Act*

Land Titles Office.

Alberta Land Registration District.

Re

I hereby certify that on this day of
 A.D. 19 , at o'clock m., certificate
 title No. stood in the name of .
 the above land, subject to the following registered instrument
 only:

No of Instrument	Nature of Instrument	Date of Instrument	Date of Registry	Grantor, etc	Grantee, etc	Quantity of Land	Concise description
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Registrar.

Alberta Land Registration District

Statutes of Alberta 1906, c. 24, Form EE Schedule & Sec. 17 (2)

FORM 589.*Land Titles Office.*

Alberta Land Registration District.

I hereby certify that on this day of
 A.D. 19 , at o'clock m., there are no
 decrees, orders, or executions entered in the execution regis-

for of the above office, and no instrument referring thereto
to lands entered in any other register of such office
which effects lands of _____, excepting:

Registrar,

Alberta Land Registration District

Statutes of Alberta 1906, c. 24, Form FF Schedule & Sec. 17 (3).]

FORM 590.

Certificate of Charge.

Mortgage or Incumbrance.

Mortgage or Encumbrance No. _____, Application No. _____,

Assignment No. _____, Certificate or Title No. _____,

This is to certify that a _____, made by _____,

_____ , for the sum of _____ dollars affect-

ing _____, was duly registered in the Land Titles

Office at _____ Alberta, on the _____ day of _____

A.D. 19 _____, at _____ o'clock _____ m., and that

no registered mortgages or incumbrances affecting the said

lands are entitled to priority over the said _____, except

the following, that is to say:

Dated at the Land Titles Office at _____, Alberta,

this _____ day of _____, A.D. 19 _____,

_____, Registrar,

Alberta Land Registration District.

Statutes of Alberta 1906, c. 24, Schedule Form GG & Section 71.]

Surrey's Certificate.

I, _____, a Dominion land surveyor, do solemnly
declare that the survey represented by this plan has been
made by me and that the said plan is correct and true to
the best of my knowledge and belief and is prepared in ac-
cordance with the provisions of the Land Titles Act.

Dated at _____ this _____ day of _____

19 _____, in the presence of _____,

Statutes of Alberta 1906, c. 24, Schedule Form HII & Section 53A.]

MANITOBA.

The law relating to the Land Titles System in Manitoba will be found in Chapter 148 of the Revised Statutes of 1902, as amended by Chapter 38, 1903, Chapter 50, 1904; Chapter 41, 1905; Chapter 14, 1906; Chapter 15, 1906; Chapter 52, 1908, and Chapter 49, 1911.

FORM 591.

Certificate of Title.

A. B. of _____ is now seized of an estate (*state nature of estate*) subject to such encumbrances, liens and interests as are notified by memorandum and underwritten (*or indorsed hereon*) in that piece or parcel of land known or described as follows:

In witness whereof I have hereunto signed my name and affixed my seal this _____ day of _____
District Registrar for _____

Signed in presence of _____

R. S. M. 1902 c. 148, Section 66 and Form A Schedule.]

FORM 592.*Memorandum of Transfer.*

I, A. B. of _____ being registered owner of an estate (*state nature of estate*) subject, however, to such encumbrances, liens and interests as are notified by memorandum and underwritten (*or indorsed hereon*) in all that land described as follows:

do hereby in consideration of the sum of \$ paid to me by E. F. of the receipt of which sum I hereby acknowledge, transfer to the said E. F. all my estate and interest in the said piece of land. (*When a less estate, then describe such less estate*).

In witness whereof I have hereunto signed my name this day of.

Signed in presence of

R. S. M. 1902, c. 148, Section 78 and Form B Schedule 1

Memorandum of Lease.

I, A. B. of , being registered as owner, subject, however, to incumbrances, liens, and interests, as are notified by memorandum underwritten (*or indorsed hereon*) of that land described as follows: do hereby lease to E. F. of , all the said land, to be held by him, the said E. F., as tenant for the space of years from (*here state the date and term*), at the yearly rental of dollars payable (*here insert terms of payment of rent*) subject to the covenants and powers implied (*also set forth any special covenants or modifications of implied covenants*).

In witness whereof I have hereunto signed my name this day of .

Signed in presence of

R. S. M. 1902, c. 148, Section 93 & Form C Schedule.]

FORM 593.

Memorandum of Mortgage

I, A. B., of _____, being registered as owner
(here state nature of estate or describe mortgage as case may
require), subject, however, to such incumbrances, liens and
interests as are notified by memorandum underwritten (or
indorsed hereon), in that piece of land described as follows:
In consideration of the sum of _____ dollars, lent to me
by E. F., of _____, the receipt of which sum I
hereby acknowledge covenant with the said E. F.

First. That I will pay to him the said E. F., the above
sum of _____ dollars on the _____ day of _____

Second.—That I will pay interest on the said sum at
the rate of _____ on the dollar in the year by equal pay-
ments on the day of _____ and on the _____ day of _____
in every year.

Third.—(Here set forth special covenants if any).

And for the better securing to the said E. F., the repay-
ment in manner aforesaid of the principal sum and interest,
I hereby mortgage to the said E. F. my estate and interest
in the land above described (or the said mortgage).

In witness whereof I have hereunto signed my name this
day of _____

Signed by the above-named
A. B., in presence of.

R. S. M. 1902, c. 148, Section 99 and Form D Schedule.]

FORM 504.

Memorandum of Transfer

I, A. B., of _____, County of _____, State of _____, do hereby certify that the following is a true and correct copy of the original of the _____ (state nature of state) _____, as recorded in the _____, and that the same is subject to the following encumbrances, liens, and interests, as hereinafter mentioned underwritten (or otherwise) in _____ and described as follows:

and desiring to render the said _____ (state nature of state) _____, for the purpose of securing to and for the benefit of C. D., the _____ (sum of money, annuity, or rent charge), for the _____ mentioned, do hereby encumber the said land _____ (state nature of state) of the said C. D. with the _____ (sum, annuity, or rent charge), _____ dollars to be raised and paid at the times and in the manner following, that is to say:

In witness whereof I have hereunto signed my name this _____ day of _____.

Signed in presence of _____

R. S. M. 1902, c. 148, Section 101 and Form F. S. 101.

FORM 505.

Transfer of Lease, Mortgage or Incumbrance.

I, A. B., of _____, being registered owner of an _____ numbered _____, affecting the following land _____ subject to such incumbrances, liens, and interests, as are here referred to in consideration of the sum of _____ paid to me by C. D., do hereby transfer to the said C. D., the said _____ (lease, mortgage, or incumbrance), together with all my rights, powers, title, and interest therein.

In witness whereof I have hereunto signed my name this _____ day of _____.

Signed in presence of _____

R. S. M. 1902, c. 148, Section 101 and Form F. S. 101.

FORM 596.*Caveat Forbidding the Land to be Brought under the New System.*

To the District Registrar for _____ :

Take notice that I (insert name and addition) claim (particularize the estate or interest claimed), in the land described as _____ in the application of _____ ; and I forbid the bringing of such land under the Real Property Act. I appoint _____ as the place at which notices and proceedings relating hereto may be served.

Dated this _____ day of _____ 19 _____ .

R. S. M. 1902, c. 148, Section 127 and Form G Schedule.]

FORM 597.*Caveat Forbidding Registration.*

To the District Registrar for _____ :

Take notice that I (insert name and addition) claim (specify the estate or interest claimed) in (describe land standing in the register in the name of) _____ ; and I forbid the registration of any person or transferee or owner of or of any instrument affecting the said estate or interest unless such instrument be expressed to be subject to my claim. I appoint _____ as the place at which notices and proceedings relating hereto may be served.

Dated this _____ day of _____ 19 _____ .

R. S. M. 1902 c. 148, Section 130 and Form H Schedule.]

FORM 598.

Affidavit in Support of Caveat.

I, A. B., make oath and say (or solemnly declare) as follows:

(1) I am the within named caveator.

(2) I believe that I have a good and valid claim upon the said land (*mortgage or encumbrance*) and I say that this caveat is not being filed for the purpose of delaying or embarrassing any person interested in or proposing to deal therewith.

Sworn before me, etc.

R. S. M. 1902, c. 148, Section 133 and Form K Schedule.]

FORM 599.

Surveyor's Certificate.

I, (*name of surveyor*), of the (*place of residence*) provincial land surveyor, make oath and say that I was present at, and did personally superintend the survey represented by this plan, and that the survey and plan are correct.

Sworn before me, etc.

R. S. M. 1902, c. 148, Section 63 and Form M Schedule.]

FORM 600.*Summons.**"Real Property Act."*

Province of Manitoba, in the
 matter of
 The Land Titles District of
 To Wit:

To :

You and each of you are hereby commanded that, on other business or excuses whatsoever ceasing, you do appear personally before the district registrar for the land titles district of , in Manitoba in the land titles office at , in the province of Manitoba, on the day of A.D., 19 , at o'clock in the noon, and so from day to day until the matter herein mentioned be disposed of, and also that you bring with you and produce at the time and place aforesaid (*here describe the instrument, etc., to be produced*) then and there to testify and show all and singular those things which you or either of you know or the said deed instrument record document or writing do import of and concerning this matter; and that you or either of you shall by no means omit under a penalty of five hundred dollars, and all other penalties provided by the said Act.

Witness the hand and official seal of the district registrar for the land titles district of at the day of A. D., 19 , in the year of our reign

(Seal.)

District Registrar for

ONTARIO.

The Law relating to the "Land Titles" System in Ontario is to be found in 1 Geo. V., ch. 28 (Ont.)

FORM 601.*Form of Application for First Registration of Ownership.*

A.B., of, etc., being entitled for his own benefit to an estate in fee simple (or as the case may be, according to sections 5 to 9 of the Act), in the land in the Township of _____ in the county of York, called or known as _____, contain with (in the case of freehold land) a possessory title (or described in the schedule hereto, as the case may be), applies to be registered (or where applicable, to have registered in his stead C.D., of, etc.), as owner of such land (or leasehold land) with (in the case of freehold land) a possessory title (or with an absolute title, or, in the case of leasehold land with or without a declaration of the lessor's title to grant the lease, as the case may be).

Subject to the following charges and incumbrances (where the property is incumbered).

The address of the said A.B., (and C.D. respectively), for service is at _____ (if the application is made through a solicitor, the office of such solicitor should be given).

Dated this _____ day of _____, 19 _____.

(Signature of the applicant or his solicitor.)

The above mentioned C.D. (or the vendor or the person whose consent is required to the execution of the trust or power to sell) hereby consents to the above application.

(Signature of C.D., or of the vendor or his solicitor or of the other consenting parties.)

1 Geo. V. c. 28 Ontario Section 5-9, Rules 2-4.]

FORM 602.

*Applicant's Affidavit Whose Absolute Title is Applied for
Land Titles Act.*

I, _____ of _____ make oath and say:

1. I am the absolute owner in fee simple in possession (or as the case may be, repeating the words of the application) of the following land (describing the property) being the land mentioned in my application.

2. There is no charge or other incumbrance affecting my title to the said land (except, stating any incumbrances which may exist).

3. I am not aware of any claim adverse to or inconsistent with my own to any part of the land claimed by me or to any interest therein (except, specify the adverse claim, if any, giving the name and address of the claimant if known, and stating how the claim arises).

4. The deeds, instruments and evidences of title which I produce in support of my application, and of which a list is set out in schedule A hereto annexed, are all the title deeds, instruments and evidences of title relating to the said land which are in my possession or power.

5. The title deeds and evidences of title relating to the said land which are set out or mentioned in schedule B hereto annexed, are in the possession or power of (name of the person).

6. I do not know where, or in whose possession or power the title deeds and evidences of title set out or mentioned in schedule hereto annexed are. For the said last mentioned title deeds I have caused the following searches to be made (set out the facts showing the searches which have been made for the missing deeds and upon which it is intended to rely as sufficient to let in secondary evidence. Where there are no other title deeds, etc., except those mentioned in schedule A, this fact should be stated and the fifth and sixth paragraphs of this form omitted).

7. I am (or A. B. is, *show under what claim of title*) in possession of the said land, and to the best of my knowledge and belief possession has always accompanied the title under which I claim, since the year _____ when one _____ through whom I claim, took possession, and prior thereto the land was in a state of nature (*if possession has not always accompanied the title under which the petitioner claims, state correctly the facts as to the actual possession*).

8. I am now in actual occupation of the said land (or if a tenant of the applicant is in occupation, state how he claims to hold and how he in fact holds; if the tenancy is under an instrument in writing this instrument should be produced. If not under an instrument in writing this fact should be stated. If no one is in actual occupation state the fact.)

9. To the best of my knowledge, information and belief this affidavit and the other papers produced herewith in support of my application, and which are set forth in the schedules hereto, fully and fairly disclose all facts material to my title, and all contracts and dealings which affect the same or any part thereof or give any right as against me. (*Vary these statements according to the facts.*)

10. There are no arrears of taxes due upon the said land, (*or according to the fact*) nor has the said land been sold for taxes during the past eighteen months, nor under execution during the past six months, and I do not know of any writ of execution in the hands of the sheriff against me, or affecting the said lands. (*See 19 Ed. 7, ch. 69, s. 11.*)

11. To the best of my knowledge, information and belief, no person or body corporate has any right of way, or of entry, or of damming back water, or of overflowing, or of placing or maintaining any erection, or of preventing the placing or maintaining any erection on, in, to or over the said land, other than myself (*except, giving the names and addresses of any parties having any easement or right, and stating the particulars and nature thereof*) and the said land is not subject to any right of way or to any other easement or dominant right whatever (*excepting as aforesaid*).

12. The said land is not worth more than \$, including the buildings and fixtures thereon, and the said buildings and fixtures are worth at least \$. (Where there are different parcels included in one application, give the value of each parcel separately). .

13. I am married, and the name of my wife is (or I am not married).

1 Geo. V. c. 28, Rule 4.]

FORM 603.

Applicant's Affidavit where Possessory Title Applied for.

Land Titles Act.

I, A.B., of, etc., make oath and say:

1. I am, to the best of my knowledge, information and belief, the absolute owner in fee simple in possession (or as the case may be, repeating the words of the application) of the following land (describing the property either by reference to a schedule or otherwise) being the land mentioned in my application.

2. As I verily believe the foregoing (or annexed) description is correct.

3. There is no charge or other incumbrance affecting my title to the said land (except, stating any incumbrance which may exist and also stating as to each such incumbrance whether or not the same is registered and if registered giving the registration number).

4. I am in possession of the said land and am now in actual occupation thereof (or if a tenant of the applicant is in occupation state how he claims to be entitled to hold, or if the land is vacant state this fact).

5. I verily believe that I am entitled under The Land Titles Act to be registered as the owner of the said land.

6. The last conveyance (or conveyances or document or documents) under which my title is derived is (describing shortly the instrument or instruments under which the title passes directly to the applicant) and I produce the same. (If the applicant is unable to produce such instrument or instruments explain the cause of his inability).

7. The said land is not worth more than \$, including the buildings and fixtures thereon, and the said buildings and fixtures are worth at least \$. (Where there are different parcels included in one application, give the value of each parcel separately).

Sworn, etc.

1 Geo. V. c. 28, Ontario Rule 3.1

FORM 604.

Form of First Entry of Ownership in the Register.

Land Titles Act.

Under application No. , A.B., of is the owner in fee simple of (description of property), subject to the exceptions and qualifications mentioned in section 10 of The Land Titles Act (and numbered therein as the case may be, if the title is free from some of them).

In witness whereof I have hereunto subscribed my name this day of A.D., 19 .

(Signed)

Where an easement is enjoyed with the land, say:

Together with the right of way on foot, or with horses, carriages, and other vehicles, over and upon the lane adjoining the said land, at the west side thereof (or according to the fact).

Where title is Possessory, say:

The title of A.B., is subject to the claims (*if any*) which can be enforced to the said land by reason of any defect in the title of (*name of the first registered owner*) prior to the day of 19 , being the date of the first registration of said land.

Where the land is subject to a life estate, say:

The title of A.B. is subject to the life estate of G.H., in the said land.

And if subject to a mortgage, say:

The title of A.B. is subject to a mortgage dated the day of , made by A.B. to W.B. to secure \$3,000 and interest at the rate of 6 per cent. per annum from the 1st day of July, 19 , payable as therein mentioned. (*If registered give particulars of registration.*)

Where the land is subject to a lease, say:

The title of A.B. is subject to a lease, dated the day of made by A.B. to Y.Z., for the term of ten years from said date.

[O. G. L. A. c. 28, Ontario Section 10.]

FORM 605.

Land Titles Act.

Form of Register of Leasehold.

A.B., of , is entitled to an estate for the term of his natural life in (*description of land*) mentioned and described in the Register for the Township of York, as Parcel 190, but subject to the liabilities and exceptions mentioned in section 18 of The Land Titles Act. And it is hereby declared that the lessor in the said lease named, had an absolute title to grant the lease creating the said term (*or as the case may be*).

In witness whereof, etc.

(Where title of original registered owner is possessory say). The title of A. B. is subject to the claims (if any) which can be enforced against the said land by reason of any defect in the title of the said A. B. (or other person who was the first registered owner) prior to the day of 19 , being the date of the first registration of the said land.

(Where estate is mortgaged say). The title of A. B. is subject to a mortgage dated the day of , made by the said A. B. to C. D. to secure \$800 and interest at the rate of 6 per cent. per annum as therein mentioned, and which was assigned by C. D. to E. F. by deed, dated, etc. (If mortgage registered give particulars of registration.)

NOTE. -If the dealings in reference to any particular incumbrances are numerous the incumbrances can be transferred to a new folio to which reference can be made. See Rule 65 (S).

[Geo. V. c. 28 Ont. Sec. 16.]

FORM 606.

Form of Certificate of Ownership, Land Titles Act.

This is to certify that A. B. is the owner (etc., in terms of the entry in the register.)

[Geo. V. c. 28 Ont. Rule 17.]

FORM 607.

Sheriff's Certificate.

Sheriff's Office, County of day of 19

I hereby certify that I have not at the date hereof in my office any writ of execution against the lands of (or any or either of them), nor are there any outstanding for renewal or within return of lands on hand for want of buyers or to the like effect.

I further certify that I have not sold lot _____ in the concession of the township of _____ under any writ of execution for six months preceding the date hereof

F. M.,

Sheriff.

1 Geo. V. c. 28, Ont. Rule 7.]

FORM 608.

Certificate as to Taxes.

Treasurer's Office, County of _____ day of _____ 19____

I certify that no charge for arrears of taxes, charges, or assessments, or for water or other rates appears at the date hereof in the books of this office against (*shortly describing the land*).

I further certify that the returns of lands in the village of _____ in arrears for taxes for the year 19____, and for all previous years have been made to this office.

And I further certify that the said land has not been sold for taxes for eighteen months preceding the date hereof

S. B. H.,

Treasurer.

1 Geo. V. c. 28, Ont. Rule 8.]

FORM 609.

Advertisement or General Notice.

Land Titles Act.

In the matter of (*short description of the property*).

Notice is hereby given that A. B., etc., has made an application to the Master of Titles for a certificate of title to the above-mentioned property under The Land Titles Act.

whereof he claims to be the owner in fee, free from all incumbrances (*except, stating the incumbrances, if any*)

Wherefore any other person having or claiming to have any title to or interest in the said land or any part thereof is required on or before the day of , 19 , to file a statement of his claim in my office in the City of Toronto, and to serve a copy on the said A. B. (*or on J. H., of etc., solicitor for the applicant*), and in default every such claim may be barred, and the title of the applicant become absolute and indefensible subject only to the reservations mentioned in sections 10 and 21 of the said Act.

The address of the said A. B. for service is (*give address*).

Dated this day of 19 .

J. G. S.,

Master of Titles.

[G. S. V. c. 28, Ont. Rule 11.]

FORM 610.

Notice where there Appears to be an Adverse Claim which Applicant Disputes.

Land Titles Act.

In the matter of (*description of property*).

Take notice that A. B., of etc., has made an application to me to be registered under The Land Titles Act, as the owner in fee simple with an absolute title of the above-mentioned property (*or as the case may be*), and take notice that if you claim any interest therein you must file your claim in writing, stating the particulars thereof verified by affidavit in my office at Osgoode Hall, in the City of Toronto, on or before the day of , and serve a copy on the

said A. B., at (give address for service, or on J. H., of, etc. solicitor for the said A. B.), and in default thereof any claim right or interest you may have in the said property will be forever barred and extinguished.

I have directed this notice to be served upon you because (state reason why notice is given).

Given under my hand this day of 19
To E. F.,

J. G. S.,
Master of Titles.

1 Geo. V. c. 28, Ont. Rule 12.]

FORM 611.

Form for Objection.

Land Titles Act.

In the matter of the application of A. B.

E. F., of etc., hereby gives notice that he objects to the registration of A. B., under The Land Titles Act, as the owner of the land called or known as , comprised in the above application.

The particulars of the objection of the said E. F., are (here state concisely particulars of objection).

The address of the said E. F., for service is (here give address).

Dated this day of 19 .

(Signature of the objector or his solicitor.)

1 Geo. V. c. 28, Ont. Rule 14.]

FORM 612.

Affidavit of Publication of Advertisement.

Land Titles Act.

In the matter of the application of A. B.

I, C.D., of, etc., make oath and say:

1. The advertisement of which a duplicate is hereto annexed, and marked A, appeared and was published in the issues of the *Ontario Gazette* of the and days of 19 .

2. The advertisement of which a duplicate is hereto annexed, and marked B, appeared and was published in the issue of the newspaper of the day of 19 .

3. The advertisement of which a duplicate is hereto annexed, and marked C, appeared and was published in the issue of the newspaper of the day of 19 .

4. I have examined copies of the said *Gazette* and newspapers issued on each of the said days.

Sworn, etc.

NOTE. Copies of the advertisement should be cut out of the newspapers and pasted on a sheet of foolscap paper.

[Geo. V. c. 28, Ont. Rule 11.]

FORM 613.

Affidavit of Posting up Advertisement in the Court House.

Land Titles Act.

In the matter of the application of A. B.

I, G. H., of etc., make oath and say:

1. I did on the day of post up in a conspicuous place in the Court House in the Town of , a true copy of the advertisement hereto annexed, marked D, the copy so posted up being a cutting from the newspaper.

2. The said advertisement so posted up by me as above said remained affixed up in the said place for the full period of one month, as I verily believe (*state the reasons for this belief*).

3. The said Court House is the Court House of the County in which the lands in question in this matter are situated.

Sworn, etc.

FORM 614.

Affidavit of Posting up Advertisement at the Nearest Post Office.

Land Titles Act.

In the matter of the application of A. B.

I, G.H., of, etc., make oath and say:

1. I did on the day of , post up in a conspicuous place in the post office, in the village of a true copy of the advertisement hereto annexed, marked D, the copy so posted up being a cutting from the newspaper.

2. The said advertisement remained where it was posted up by me continuously for the full period of one month, as I verily believe (*state the reasons for this belief*).

3. The post office in the village of , is the post office nearest the land in question in this matter.

Sworn, etc.

FORM 615.*Caution under Section 81 Against First Registration.**Land Titles Act.*

I, A. B., of etc., have such an interest in the land hereinafter particularly described as entitles me to object to any disposition thereof being made without my consent, and I am entitled to notice of any application that may be made for the registration of such land.

The following is a particular description of the said land, that is to say (*here insert description of land to be affected by the caution*).

My address for service of notice is _____, in the _____
of _____ in the County of _____ : My post office
address is _____

Dated this _____ day of _____ 19 ____.

(*Signature of cautioner or his solicitor.*)

[Geo. V. c. 28, Ont. Sec. 81, Rule 22.]

FORM 616.

Affidavit in Support of Caution Lodged Before First Registration under Section 81.

Land Titles Act.

I, A. B., of etc., make oath and say as follows:

My interest in the land described in the above (*or annexed*), caution entitles me to object to any disposition of the said land being made without my consent, and the nature of such, my interest is as follows: (*here state particulars of cautioner's interest*).

[Geo. V. c. 28, Ont. Sec. 81, and Rule 22.]

FORM 617.*Notice to Cautioner where Caution Lodged Before
Registration.**Land Titles Act.*

Take notice that C. D., of etc., has applied to be registered (or to have registered in his stead E. E., of, etc.), as owner of the land in _____ of _____, in the County of _____, affected by the Caution dated the _____ day of _____, 19____, lodged by you in the Office of Land Titles at _____; and if you intend to oppose such registration, you are to attend either in person or by your solicitor or counsel for that purpose before me at the said office upon the _____ day of _____, 19____, at _____ o'clock in the _____ noon.

Signature of the Master of Titles and Official Seal.

To _____

1 Geo. V. c. 28, Ont. Sec. 83, and Rule 24.]

FORM 618.*Caution under Section 72, After Registration.**Land Titles Act.*

I, A. B., of etc., being interested in the land registered in the name of G. H., as Parcel 49, in the Register for the Township of York (or in the charge registered as No. _____ in the name of E. F., of, etc., as owner, and being on Parcel 40, Township of York (as the case may be) require that no dealing with such land (or charge) be had on the part of the registered owner until notice has been served upon me.

My address for service of notice is lot _____, in the
concession, in the County of _____, and my
Post Office address is _____

Dated this _____ day of _____ 19 _____

Signature of the cautioner or his solicitor.

[1 Geo. V. c. 28 Ont. Sec. 72, and Rule 23.]

FORM 619.

*Affidavit in Support of Caution Lodged after Registration
under Section 72.*

Land Titles Act.

I, A. B., of, etc., make oath and say, as follows:

I am interested in the land (or charge), mentioned in
the above (or annexed), caution and the particulars of my
interest are as follows (here state particulars).

Sworn, etc.

[1 Geo. V. c. 28. Ont. Sec. 72, and Rule 23.]

FORM 620.

*Application for Notice to Terminate Caution in Respect of
Land.*

A. B., the registered owner (or the transferee of C. D. the
registered owner), of the land registered as Parcel 486 in
the register of Land Titles for the Township of York in
the name of the said A. B. (or C. D.), applies to the Master
of Titles for a notice to be served with a view of terminating
Caution 4846 lodged by E. G., requiring that no dealing

This application is made because (state grounds of application).

Dated this day of A.D., 19 .
A. F.,
Solicitor for A. B.

FORM 621.

Land Titles Act.

And I appoint the *twelfth* day after service hereof at my Chambers at 11 o'clock a.m., to hear the parties interested

And I direct that this notice, with proof of service thereof, be filed with me before the said *twelfth* day after service, and in case the same is not filed, I do order that the said caution shall not cease to have effect until the expiration of seven days from the filing of said notice and proof unless I make order to the contrary.

(Signature of Master, and Official Seal.)

1 Geo. V. c. 28 Ont. Sec. 73, Rule 24.]

Authority to Notify Withdrawal of Caution.

I, A. B., of, etc., who registered a caution in respect of the land registered as Parcel 40 in the register for the Township of York (or in respect of a charge registered as No. _____, and being on parcel 40, Township of York, as the case may be). Hereby authorize the said Master of Titles to enter in the register a withdrawal of the said caution and to cancel the same.

Witness: A. B.
E. F.

1 Geo. V. c. 28, Ont. Rule 28.]

Affidavit Attesting Execution of Withdrawal of Caution.

I, G. H., of, etc., a solicitor of the Supreme Court of Judicature (or as the case may be), make oath and say:

I am well acquainted with A.B., named in the above withdrawal of caution, and the signature purporting to be his

signature at the foot of the said document is in his handwriting. I believe the said S.B. to be the person who registered the caution referred to in the said document.

The said A.B. is of the age of 21 years or over and is of sound mind and signed the said document voluntarily at Toronto, in the Province of Ontario (or as the case may be).

I am a subscribing witness to the said document.

Sworn, etc.

[Geo. V. c. 28, Ont. Rule 24.]

FORM 624.

Application for Inhibiting Order under Section 78.

Land Titles Act.

C.D., of, etc., being interested in the land registered in the office of Land Titles at _____, in the name of _____ as Parcel _____ in the register for the township of _____ (or in charge No. _____ registered the _____ day of _____ 19____, in the name of _____ on the land, etc., as the case may be) hereby requests the Master to inhibit until further order or entry (or otherwise, as the case may be), any dealing with the said land (or charge).

The grounds of this application, and evidence to be produced in support thereof, are stated (or referred to) in the affidavit of the said C.D. (or of E.F., the solicitor of the said C.D.) filed herewith.

The address of the said C.D. for service is (here state address).

Dated, etc.

(Signature of C.D. or his solicitor.)

NOTE.—Affidavit to be filed stating particulars of applicant's title.

[Geo. V. c. 28, Ont. Sec. 28 and Rule 25.]

FORM 625.

Application under Section 79 to Register Restriction.

Land Titles Act.

A.B., the registered owner of the land registered in the office of Land Titles at _____ as Parcel _____ in the register for the township of _____ requests the Master to make an entry in the register that no transfer shall be made of, or charge created on such land, unless (here insert the terms of the restriction required to be entered).

Dated the _____ day of _____ 19____.

(Signature of owner.)

1 Geo. V. c. 28, Ont. Sec. 70, and Rule 26.]

FORM 626.

Application under Section 79 to Withdraw to Modify Restriction.

Land Titles Act.

A.B., the registered owner of the land registered in the office of Land Titles at _____ as Parcel _____ in the register for the township of _____, C.D., of, etc., and E. F., of, etc., request that the restriction on transferring or charging the said parcel on the register, a note whereof was made on the register on the _____ day of _____, 19____, may be withdrawn (or modified in the following manner, here state the nature of the modification required).

Dated the _____ day of _____ 19 ____
(Signatures of A.B., C.D., E.F., etc.)

Witness to all the signatures.

X.Y.,

NOTE.—The applicants must be all the persons interested in the restriction.

1 Geo. V. c. 28, Ont. Sec. 79, and Rule 26.]

FORM 627.*Charge or Mortgage with Bar of Dower.**Land Titles Act.*

I, A.B., the registered owner of the land entered in the office of Land Titles at _____, as Parcel _____ in the register for _____ in consideration of (\$2,000) paid to me, charge such land with the payment to C.D., of, etc., on the _____ day of _____ 19____, of the principal sum of (\$2,000) with interest at the rate of _____ per cent. per annum, and with a power of sale to be exercised after default, and _____ month's subsequent notice of the intention to sell (*or as the case may be*) (*Add any covenants which are agreed to and are not implied under the Act or otherwise*).

*I, E.B., wife of the said A.B., hereby bar my dower in the said land.

This charge is made in pursuance of The Short Forms of Mortgages Act (*where it is desired that the covenants, etc., should operate under that Act*).

Dated _____ day of _____ 19____.

(*Signatures of A.B. and E.B.*)

Witness,

(*No seal necessary.*)

X.Y.,

1 Geo. V. c. 28, Ont. Secs. 30-37, Rule 27.]

*NOTE.—If no interest is to be payable, or no power of sale given, substitute the words "without interest," or "without a power of sale," as the case may be. For affidavit of execution see Forms 645 and 646, and when executed under power of Attorney see Form 648. Where executed by a corporation see Form 647. For affidavit that E. B. is the wife of A. B. see Form 645. For affidavit of transfer or when unmarried see Form 646.

FORM 627a.*Transfer of Charge or Mortgage.**Land Titles Act.*

I, C.D., the registered owner under *The Land Titles Act*, of the charge dated the day of 19 , made by A.B., etc., and registered as number charging the land registered as Parcel 6, Township of York (as the case may be), in consideration of (\$2,000), paid to me, transfer such charge to E.F., of, etc., as owner.

[Where the charge is transferred upon an agreement to re-transfer the same upon the payment of a sum of money or upon the performance of any other conditions agreed upon, insert:

E.F., hereby agrees that he will, upon payment to him of the sum of \$ on the day of 19 , with interest thereon at per cent. from the day of 19 , re-transfer the said charge to the said C.D. (or as the case may be).]

Dated the day of 19 .

(Signatures of transferor and transferee.)

Witness,

(No seal necessary.)

FORM 484.*Postponement of charge.*

I, A.B., the registered owner of charge entered in the register of parcel section F. Toronto, in the office of Land Titles at Toronto, made by C.D., in favour of me, the said A.B. (or in favour of E.F., and transferred to me), hereby postpone the said charge to charge made by the said C.D., in favour of E.F. (or as the case may be).

(Signature of registered owner of charge.)

Witness,

X.Y.

1 Geo. V. c. 28, Ont. Rule 80.]

FORM 485.*Transfer of Freehold or Leasehold Land.**Land Titles Act.*

I, A.B., the registered owner of the land (or leasehold land) registered in the office of Land Titles at , as Parcel 6 in the register for the Township of York (as the case may be), in consideration of (\$3,000) paid to me, transfer such land to C.D., of etc.

Dated the day of 19 .

(Signature of registered owner.)

Witness,

X.Y.

(No seal necessary.)

NOTE.—For affidavit of execution, see Forms 645 and 646, and where under Power of Attorney, Form 648. Where executed by a corporation see Form 647.

1 Geo. V. c. 28 Ont. Secs. 38-45, Rule 33.1

FORM 630.*Transfer of Freehold or Leasehold Land in Parcels.**Land Titles Act.*

I, A.B., the registered owner of the freehold (or leasehold land) registered in the office of Land Titles at Toronto as Parcel in the register for North-West Toronto, in consideration of \$1,500 paid to me, transfer to C.D., of, etc., the land hereinafter particularly described, namely, (describe portion transferred) being part of the said parcel.

And I, E.B., wife of the said A.B., hereby bar my dower in the said land.

Witness,

X.Y.

(Signatures.)

(No seals necessary.)

NOTE.—For affidavit of execution, see Forms 48 and 49, and where under power of Attorney, Form 51. Where executed by a corporation see Form 50. For affidavit that E. B. is the wife of S. B., see Form 48. For affidavit of transferor when unmarried, see Form 49.

1 Geo. V. c. 28, Ont. Sec. 34-45, Rule 33.]

FORM 631.*Certificate of Mortgage authorizing the entire or partial discharge of a Mortgage created before first Registration.*

To the Master of Titles:

I, A.B., of, etc., do certify that C.D. has satisfied all (or \$ part of) the money mentioned in a certain mortgage for the sum of \$, made by the said C.D. to me (or according to the fact) which mortgage bears date the day of A.D. 19 , and was registered in the registry office for as number and that such mortgage has not been assigned (or, that such mortgage was assigned as follows: stating the particulars of

And I further certify that I am the person entitled by law to receive the said money, and I hereby authorize the Master of Titles to discharge the said mortgage (or such sum of money as aforesaid or to discharge from the said mortgage the following lands (describe lands to be released) being portion of the lands included in the said mortgage).

Dated the _____ day of _____, 19____.

Witness _____ A.B.
E.F. (No seal necessary.)

I, A.B., the above named, make oath and say that I am the owner of the above mentioned mortgage and the statements contained in the above certificate are true.

Sworn, etc. A.B.

1 Geo. V. c. 28, Ont. Sec. 27, Rule 42.]

FORM 6081

Special application by Owner of land to notify Cessation of charge created after Registration of land.

Land Titles Act.

A.B., the registered owner of the land entered in the Land Titles Office, Toronto, in the register for the Township of York as Parcel 890, hereby requests the Master to notify on the register the cessation of the charge made by the said S.B. (*or, as the case may be*) dated the 4th day of February, 1896, and registered as No. 9,600 and now

appearing as an incumbrance upon the said land, the said charge having been paid off and satisfied, as appears by the receipts and affidavits of C.D. and E.F. lodged herewith.

Dated the day of 19 .

(Signature of A.B. or solicitor.)

1 Geo. V. c. 28, Ont. Sec. 37.]

FORM 633.

*Authority by Owner of Charge to notify .
Cessation of a Charge created after registration .*

Land Titles Act.

To the Master of Titles:

I, A.B., of the *City of Toronto*, in the County of *York*, the registered owner of the charge made by C.D. to me (or to E.G. and transferred to me), dated the 4th day of February, 19 , and registered to No. 160 on the land (or part of the land) registered in the office of Land Titles at Toronto as Parcel 56 in the Register for the Township of *York*, hereby authorized the Master of Titles to notify on the register the cessation of the said charge. (Where only part of the land covered by the charge is to be released, add as to the following land, describing the land to be released from the charge.)

Dated the day of 19 .

Witness,
G.H.

A.B.
(No seal necessary.)

1 Geo. V. c. 28, Ont. Sec. 37.]

FORM 634.

Certificate of Owner of charge authorizing the entire or partial Cessation of Charge created after Registration of Land.

To Master of Titles:

I, A.B., of the City of Toronto, in the County of York, the registered owner of the charge made by C.D. to me, (or to E.G. and transferred to me), dated the 4th day of February, 19 , and registered as No. 960 on the land registered in the office of Land Titles at Toronto, as Parcel 59 in the register for the Township of York do certify that C.D. has satisfied all money (or \$ part of the principal money) mentioned in the said charge.

And I hereby authorize you the said Master to notify on the register the cessation of the said charge (or as to the following land, describing lands to be discharged or to discharge the said charge as to the said sum of money).

Dated the day of 19 .

Witness,

A.B.

G.H.

(No seal necessary.)

[Geo. V. c. 28, Ont. Sec. 37]

FORM 635.

Application for Registration of Notice of Lease, or Agreement for Lease.

Land Titles Act.

C.D., of, etc., being interested in the land entered in the register for as Parcel , of which A.B. is the registered owner, by reason of the lease (or agreement for a lease) produced herewith, hereby requires the Master of Titles to enter a notice of the said lease (or agreement) upon the register.

I was required to levy of the lands and tenements of the defendant certain moneys in the said writ mentioned and which said defendant is registered under The Land Title Act, as the owner of the land hereinafter described, subject to the exceptions, qualifications, mortgages and incumbrances (or as the case may be), notified hereunder, do hereby, in consideration of the sum of \$ paid to me, as Sheriff aforesaid, by E.F., of, etc., (insert addition), transfer to the said E.F. all that piece of land (here insert a sufficient description of the land and refer to the number of the parcel under which the property is registered).

Dated the day of 19
 Signature of Sheriff.
 (No seal necessary.)

Exceptions, qualifications, mortgages and incumbrances referred to (state them).

1 Geo. V. c. 28 Ont., Sec. 65.]

FORM 638.

Application under Rule 37 for entry to be made in Register negating Covenants implied under Section 53 on Transfer of Leasehold Land.

Land Titles Act.

A.B., the registered owner of the land registered as Parcel in the register for and C.D., of, etc., the transferee named in the instrument of transfer dated the day of 19 , and lodged herewith request the Master of Titles to make an entry in the register to the effect following: that is to say (here state the implied covenants to be negated).

Dated the day of 19
 Signature of Transferor and Transferee.
 Witness to both signatures.

N.Y.

1 Geo. V. c. 28, Ont. Sec. 53, Rule 37.]

FORM 639.

*Transmission of Registered Ownership of Freehold Land
Application form.*

Land Titles Act.

A.B., the registered owner of the land entered in the register for _____ as Parcel _____ died on the day of _____, 19____, (as the case may be).

C.D., of etc., being interested in the said land, applies to be registered (or to have E.F., of etc., registered), as owner of the said land.

State shortly the facts under which title is claimed as:

The said A.B. died intestate and a widower and left him surviving the following children who are his next of kin, namely, C.B., D.B., and G.F., wife of H.F.

No other child of the said A.B. survived him and no child of the said A.B. predeceased the said A.B., leaving any issue.

The evidence in support of this application consists of Letters of Administration to the estate of the said A.B., the affidavits of the applicant and his solicitor (here state what other evidence, if any, is produced).

The address of the said C.D., is (here give address).

Dated the _____ day of _____ 19____.

(Signature of C.D. or his Solicitor.)

FORM 640.*Transmission of Registered Ownership of Charge or Leasehold Land on Death of Owner (Application for).*

A.B., the registered owner of the leasehold land registered as Parcel 45 (or charge dated the day of 19 , on the land, etc., as the case may be, giving the number in the register), died on the day of 19 (as the case may be).

C.D., of, etc., is entitled to the said land (or charge) and applies to be registered as the owner thereof accordingly

C.D., of, etc., is entitled to the said land (or charge).

State shortly the facts which confer the title as:

The said C.D. is entitled to the said land (or charge) under a bequest thereof made to him in the will of the said A.B.

The assent of E.F., the executor of the said will, to the said bequest is filed herewith

The evidence in support of this application consists of the affidavit of the applicant and his solicitor, the probate of the said will (here state what other evidence if any, is produced).

The address of the said C.D. is (here give address).

Dated the day of 19 .

(Signature of C.D., or his Solicitor)

FORM 641.

*Affidavit where Administrator has been appointed as O. and as
Transfers Land for the Purpose of Distribution.*

Land Titles Act.

1. A.B., of, etc., make oath and say:

1. I am the administrator of C.D., formerly of
etc.

2. The said C.D. died on or about the day of
19 , intestate and a widower and him
surviving the following children and
no next of kin

3. No other C.D. and
child the said C.D. C.D. 19 19 19

4. All of the said children of the said C.D. are of the
age of 21 years or over.

Sworn, etc.,

NOTE. A similar should be the 19 19 19
eccretor where his power the is 19 19 19
Distribution of Estates Act

FORM 642.

Application under Section 21 as to 19 19 19

Land Titles Act.

C.D., of, etc., 19 19 19
and 19 19 19
register for 19 19 19

registered owner, applies to have notice of such estate entered on the register.

The existing rights of the several persons interested in the said land are stated in the affidavits of C. D. and of G. H., the solicitor of the said C. D., filed herewith, and the other evidence in support of this application left herewith.

The address of the said C. D., for service is (*here give address*).

Dated this day of 19 .

Signature of C.D., or his solicitor.

[Geo. V. c. 28, Ont. Sec. 71, Rule 40.]

FORM 643.

*Application under Section 99, to Annex Conditions to Land
About to be Brought under The Land Titles Act.*

A. B., of, etc., being about by himself (*or his name C. D.*), to be registered as owner of the land called or known as the of in the County of and in the application of the said A. B. to dated the day of 19 .
to be registered as Master of Title as annexed to .
and a printed copy of which is herewith

Date day of 19 .

(Signature of A. B.)

At

A. B.

[Geo. V. c. 28, Ont. Sec. 99, Rule 40.]

FORM 644.

Application under Section 99, to Annex Conditions or Covenants to Registered Land.

Land Titles Act.

A.B., the registered owner of the land entered on the register as Parcel _____, hereby requests the Master of Titles to register, as annexed to the said land the conditions (covenants), a copy of which is left here with.

Done at _____ on _____ 19____.

Witness _____ (Signature of A.B.)

FILED AT _____ 28 SEP 19____ R. 1.

FORM 645.

Attorney's Affidavit in Connection with Instrument where Bar of Deed or and Identifying Parties.

I, G. H., of _____, a solicitor of the Supreme Court of _____, do hereby depose and say:

I am well acquainted with A. B. and C. B., named in the within document, and saw them sign the said document, and the signatures purporting to be their respective signatures at the foot of the said document are in their handwriting.

The said A. B., is, as I verily believe, the owner of the land within mentioned, and the said C. B. is reputed to be, as I verily believe, his wife.

The said A. B. and C. B. are each of the age of 21 years or over, are each of sound mind and signed the said document voluntarily at _____ in the county of _____ in the province of Ontario (or as the case may be).

I am a subscribing witness to the said document.

Sworn, etc.

NOTE. When the affidavit is made by a clerk in a law office or other employment, this fact should be stated and the name of the employer given so as to facilitate identification. Where it is unlikely that the Master of Titles is acquainted with the witness the commissioner should add a certificate that the witness is well known to him and is of good repute.

Land Titles Act.

I, A. B., above (or within) named make oath and say:

That C. B., who executed the above (or within) instrument, is my wife and that we are both of the age of 21 years or over, (or as the case may be).

Sworn, etc.

1 Geo. V. c. 28, Ont. Rule 64.]

FORM 646.

Affidavit Attesting Execution of Transfer of Land when Transferor Unmarried.

Land Titles Act.

I, G. H., of etc., a solicitor of the Supreme Court of Judicature (or as the case may be), make oath and say:

I am well acquainted with A. B., named in the within document and saw him sign the said document, and the signature purporting to be his signature at the foot of the said document is in his handwriting.

The said A. B. is, as I verily believe, the owner of the land within mentioned.

The said A. B. is of the age of 21 years or over, he is reputed to be, and as I believe is, unmarried, he is of sound mind and signed the document voluntarily at _____, in the county of _____, and Province of Ontario (or as the case may be).

I am a subscribing witness to the said document.

Sworn, etc.

I, A. B., above (or within) named, make oath and say that I am an unmarried man and am of the age of 21 years or over.

Sworn, etc.

[Geo. V. c. 28, Ont. Rule 64.]

FORM 647.

Affidavit as to Authority of Persons executing for a Corporation.

Land Titles Act

I, E. F., of the *City of Toronto* in the County of *York*, Gentleman, make oath and say:

I am Secretary of (*name of Company*).

A. B., whose signature is affixed to the annexed (or within) document is the President of the said Company, and C. D. whose signature is also affixed thereto is the Manager thereof (as the case may be), and the seal affixed thereto is the corporate seal of the said Company.

Under the by-laws of the said Company the President and Manager are empowered to execute on behalf of the Company all deeds and other instruments requiring the seal of the company.

(If the officers executing are not authorized by by-law then state how they are authorized).

I am well acquainted with the said A. B. and C. D., and saw them execute the said document, and I am a subscribing witness thereto.

The said company is, I verily believe, the owner of the land mentioned in the said document.

Sworn, etc.

1 Geo. V. c. 28, Ont. Rule 60.]

FORM 648.

Additional Affidavit under Rule 58, where Instrument is Executed under a Power of Attorney.

Land Titles Act.

I, C. D., of, etc., make oath and say:

That the power of attorney under which I executed the within (or above) instrument on behalf of A. B. is unrevoked and in full force.

C. D.

Sworn, etc.

1 Geo. V. c. 28, Ont. Rule 58.]

FORM 649.

Form of Power of Attorney to Make Transfers.

Land Titles Act.

I, A. B., do appoint C. D. my attorney to transfer to E. F. absolutely (or by way of mortgage, as the case may be).

LAND TITLES, ONTARIO.

619

all my lands as entered and described in the register for the
township of _____, in the office of Land Titles at
_____, as _____ Parcel _____, and my estate
therein.

Dated this _____ day of _____ 19 _____.

Witness:

X. Y.

(Signature of A. B.)

(If such is the intention, add) This power shall not be
revoked by the death of the said A. B., and the exercise of
the same after his death shall be binding on his represent
atives).

Note. For affidavit that Power of Attorney is in force see
Form 648.
[Geo. V. c. 28, Ont. Rule 87.]

FORM 650.

Form of Revocation of Power of Attorney.

Land Titles Act.

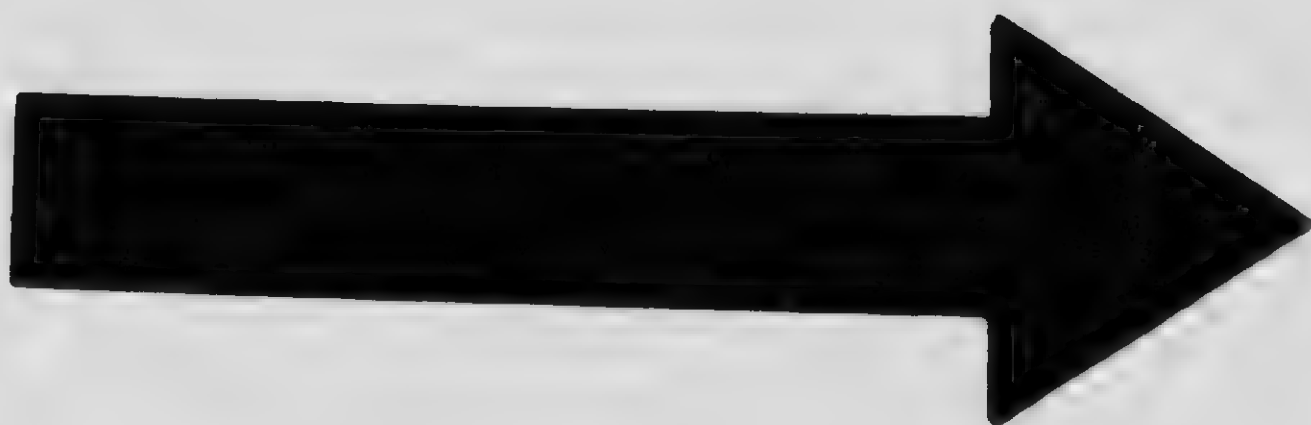
I, A. B., of _____, hereby revoke the power of at
torney given by me to C. D., dated the _____ day of _____
19 _____.

In witness whereof I have hereunto subscribed my name
this _____ day of _____, 19 _____.

Witness:

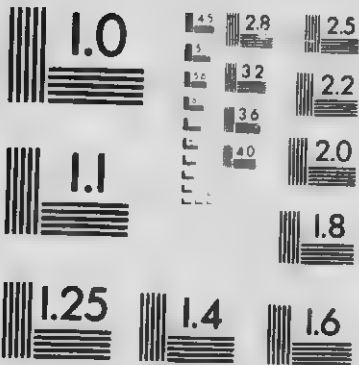
X. Y.

(Signature of A. B.)



MICROCOPY RESOLUTION TEST CHART

ANSI and ISO TEST CHART No. 2



APPLIED IMAGE, Inc.

1000 North Main Street
Rochester, New York 14609
Tel: (716) 462-1000
Telex: 462-1000
Fax: (716) 462-1001

FORM 651.*Form of a Reference to the Court.**In the Supreme Court of Ontario.**"Land Titles Act."*

In the matter of the application for Registration of (date)
 A. B. (or as the case may be).

The Master of Titles under section _____ of the Land
 Titles Act, hereby humbly refers the following matter to the
 Court, to wit: (here state briefly the difficulty which has
 arisen).

The parties interested, so far as the Master of Titles
 knows or has been informed, are: (Here give the names).

Signature of Master of Titles.

FORM 652.*Form of Surveyor's Certificate of Correctness of Plan.*

I hereby certify that this plan accurately shews the man-
 ner in which the land (or part of the land) entered in the
 office of land Titles at Toronto, as Parcel 101 in the register
 for the township of York, being the west half of lot 19, in
 the 4th concession of said township, has been surveyed and
 subdivided by me, and that the said plan is prepared in ac-
 cordance with the provisions of The Land Titles Act.

Dated _____

19 ____

A. B.,

Ontario Land Surveyor.

FORM 653.*Oath of Value for Filing Assurance Fees.*

(Section 123).

Land Titles Act.

I, A. B., of the _____, in the County of _____,
make oath and say:

1. That I am the registered owner of lot (*describing land*)
registered in the Land Titles Office at _____, as Parcel _____

2. That the said land is not worth more than _____
dollars, including the buildings and fixtures thereon.

3. The said buildings and fixtures are worth at least _____
dollars.

A. B.

Sworn, etc.

[Geo. V. c. 28, Ont. Sec. 123.]

FORM 654.*Form of Registration to Accountant to Receive Money to
Credit of Assurance Funds.**Land Titles Act.*

The Accountant of the Supreme Court will please place
to the credit of the assurance fund under the above Act, the
enclosed sum \$ _____, paid in respect of the Registration
under the above Act of Lot 1, in the 1st Concession of the
Township of _____ (or as the case may be), with reference to which
application is now pending before the Local Master at
Port Credit (when land has been registered vary accordingly
and give number of parcel).

Dated at _____, 19 ____.

A. B. Applicant or Solicitor for applicant.

NOTE. See Rule 125 of the Supreme Court (Ontario) as to
directions to bank to receive.

[Geo. V. c. 28, Ont. Sec. 123.]

FORM 655.

*Form of Notice to Sheriff that Newly Patented Lands have
Become Subject to the Land Titles Act.*

To the Sheriff of _____ :

Take notice that a patent from the Crown of certain lands has been forwarded to me by the Department of Lands, Forests, and Mines, in order that A. B., of etc., the patentee therein named, should be entered under the Land Titles Act, as owner thereof, and that such entry having been made in pursuance of the said Act, the said A. B. will at any time after fourteen days from this date be at liberty to transfer or charge the said lands free from all executions in your hands affecting his lands unless before the expiry of the said time I receive from you copies certified under your hands affecting the lands of the said A. B.

Dated the _____ day of _____ A.D. 19 _____.

C. D.,

Local Master of Titles at (name place).

[Geo. V. c. 28, Ont. Sec. 161.]

SASKATCHEWAN.

The Law as to the system of Land Transfer in Saskatchewan is to be found in Chapter 41 of the Revised Statutes of Saskatchewan 1909, as amended by Chapter 12, 1910-1911, and by Chapter 18, 1912.

FORM 656.

Certificate of Title.

Province of Saskatchewan.

Registration District.

This is to certify that A. B. of _____, is now the owner of an estate (*describe the estate*) of and in (*describe*

the property), subject to the incumbrances, liens, and interests notified by memorandum underwritten or indorsed hereon or which may hereafter be made in the register.

In witness whereof I have hereunto subscribed my name and affixed my official seal this day of 19 .
(*And if subject to a mortgage say*):

The title of A. B. is subject to mortgage, dated the day of , made by A. B. to W. B. to secure *(here state the amount secured, the rate of interest per cent. per annum, and the respective dates from which the principal and interest are secured, payable as therein mentioned)*.
(*If mortgage is discharged say*):

The above mortgage No. , is discharged this day of , 19 (*here state the distinguishing letter or number of the register and the number of the folio therein*).

(*And if subject to a lease say*):

The title of A. B. is subject to a lease, of days the day of , made by A. B. to Y. X. for the term of years.

(*When the transfer is absolute say*):

This certificate of title is cancelled and a new certificate of title No. issued this day of , 19 .

.....
Signature.

R. S. S. 1909 c. 41, Form A Schedule and Section 33 (21.)

FORM 657.

Application to Bring Land under the Operation of "The Land Titles Act."

To the Registrar of Registration District:

I (*insert name and addition*) hereby apply to have the land hereinafter described brought under the operation of The Land Titles Act. And I declare:

1. That I am the owner (or agent for the owner) of an estate in fee simple in possession (or of an estate of freehold in possession for my life or otherwise as the case may require) in all that piece of land being (here describe the land).

2. That such land including all buildings and other improvements thereon, is of the value of _____ dollars, and no more.

3. That there are no documents or evidence of title affecting such land in my possession or under my control, other than those included in the schedule hereto.

4. That I am not aware of any mortgage or incumbrance affecting the said land or that any other person has any estate or interest therein at law or in equity in possession, remainder, reversion or expectancy (if there be any add: other than as follows, and set the same forth).

5. That the said land is now occupied (if unoccupied prefix un to occupied; if occupied, add by whom, and state the name and addition of the occupant and the nature of his occupancy).

6. That the names and addresses so far as known to me of the occupants of all lands contiguous to the said land are as follows:

7. That the names and addresses so far as known to me of the owners of all lands contiguous to the said land are as follows:

(If the certificate of title is not to be granted to the applicant add). And I direct the certificate of title to be granted in the name of (insert name and addition).

Dated this _____ day of _____, 19____.

Made and subscribed at
in presence of

.....
Signature.

FORM 658.

Affidavit of Applicant.

Province of Saskatchewan.

To Wit:

- I, _____, of the _____, make oath and say:
1. That I am the applicant named in the application hereto annexed.
 2. That the several statements contained in the said application are true to the best of my knowledge and belief.

Sworn before me at the _____

of _____ in the _____
this _____ day of _____
, 19 _____

Signature.

R. S. S. 1900, c. 41, Form C Schedule and Section 50.]

FORM 659.

Affidavit Concerning the Hudson's Bay Company Lands.

Province of Saskatchewan.

To Wit:

- I, _____, of the _____, of _____, in the _____, make oath and say:

1. I am an officer of the Hudson's Bay Company entitled to make this affidavit by the authority and under the approval of the attorney-general.

2. Title to the lands mentioned in the accompanying application now produced and shown to me and marked with the letter "A" passed to the said company by notification under the provisions of _____ the Dominion Lands Act (or by letters patent issued on _____ stating date as the case may be).

3. The said Company is at the date of this affidavit absolutely entitled to the said land in fee simple and has not encumbered the same in any way whatsoever.

4. And the said lands are not subject to any execution and are not chargeable with any arrears of municipal taxes, rates or assessments.

Sworn before me
of _____, in the _____
1915 _____ A.D. 1915
Signature, _____

R. S. S. 1909, c. 41, Form D Schedule and Section 50.]

FORM 660.

Mortgage.

I, A. B. (insert name as in certificate of title and addition) being registered as owner of an estate (here state nature of interest) in that piece of land described as follows: (here insert description) containing _____ acres, be the same more or less (here state rights of way, privileges, easements if any intended to be conveyed along with the land and if the land dealt with contains all included in the original grants, refer thereto for description of parcels and diagram. Otherwise set forth the boundaries and accompany the description by a diagram) in consideration of the sum of _____ dollars lent to me by E. F. (here insert description) the receipt of which sum I do hereby acknowledge, COVENANT with the said E. F.

Firstly.—That I will pay to him the said E. F. the above sum of _____ dollars on the _____ day of _____.

Secondly.—That I will pay interest on the said sum at the rate of _____ on the dollar in the year by equal payments on the _____ day of _____ and on the _____ in every year.

Thirdly.—(Here set forth special covenants if any).

And for the better securing of the said E. F. the repayment in manner aforesaid of the principal sum and interest I hereby mortgage to the said E. F. my estate and interest in the land above described.

In witness whereof I have hereunto signed my name this _____ day of _____ 19____.

Sworn by the above named _____
A. B. as mortgagor in the presence of _____
(Signature of Mortgagor.)

(For Form of Transfer of Mortgage see Form 610.)

R. S. S. 1900, c. 41, Form E Schedule and Section 87.]

FORM 661.

Incumbrance.

I, A. B. (insert name as in certificate of title and addition) being registered as owner of an estate (state nature of estate), subject, however, to such mortgages and encumbrances as are notified by memorandum underwritten (or indorsed hereon) in that piece of land described as follows: (here insert description) containing _____ acres more or less (here state rights of way, privileges, easements if any intended to be conveyed along with the land, and if the land dealt with contains all included in the original grant or certificate of title refer thereto for description of parcels and diagrams, otherwise set forth the boundaries and accompany the description by a diagram) and desiring to render the said land available for the purpose of securing to and for the benefit of C. D., of (description) the (sum of money annuity or rent charge) hereinafter mentioned: do hereby encumber the said land for the benefit of C. D. with the (sum annuity or rent charge) of _____, to be paid at the times and in the manner following, that is to say:

(Here state the times appointed for the payment of the sum annuity or rent charge intended to be secured, the interest if any, and the events in which such sum annuity or rent charge shall become and cease to be payable, also any special covenants or powers and any modification of the powers or remedies given to an encumbrancer by this Act). And subject as aforesaid the said C. D. shall be entitled to all powers and remedies given to an encumbrancer by the Land Titles Act.

Signed by the above named } Signature of Incumbrancer
in presence of }
(Insert memorandum of mortgages and incumbrances).

R. S. S. 1900, c. 41, Form F Schedule and Section 87 (2.)

FORM 662.

Affidavit to be Filed with a Mortgage or Incumbrance.

Province of Saskatchewan.

To Wit:

I (name of mortgagor or encumbrancer) of the
of , in the , make oath and say:
1. That I am the mortgagor (or incumbrancer) named
in the hereunto annexed instrument bearing date the
and made in favor of against (describe the
lands mortgaged or incumbered).

2. That I have paid the full purchase price for the said
land and hold therefor the receipt of the executed by
their duly authorized agent at , and am entitled
to a transfer in fee simple from the said

3. That the grant from the Crown has not yet been is-
sued (or the transfer from the Company has not yet been
received, as the case may be) but that I am the per-
son rightfully in possession of the said land and entitled to cre-
ate the said mortgage (or incumbrance) under section 88 of
the Land Titles Act.

1. That said land hereby mortgaged (or encumbered) is neither a homestead, purchased homestead, nor a pre-emption under the Dominion Lands Act.

Sworn before me at
the day of 19) Signature.

R. S. S. 1900 c. 41, Form G. S. Rule and Section 32 (c) and 38.]

FORM 663.

Short Covenants in Mortgage.

Column One.

Column Two.

- | | |
|---|---|
| <p>1. Have a good title to the said land.</p> | <p>1. And also that at the time of the execution and delivery hereof I am and stand solely, rightfully and lawfully seized of a good, sure, perfect, absolute, and indefeasible estate of inheritance in fee simple of and in the lands, tenements, hereditaments and all and singular other the premises hereinbefore described, with their and every part of their appurtenances and of and in every part and parcel thereof without any manner of trusts, reservations, limitations, provisos or conditions, except those contained in the original grant thereof from the Crown or any other matter or thing to alter, charge, change, incumber or defeat the same.</p> |
| <p>2. Have right to mortgage the land.</p> | <p>2. And also that I now have in myself good right, full power and lawful and absolute authority to convey the said land, tenements, hereditaments, and all and</p> |

Column One.

Column Two.

singular other the premises hereby conveyed or hereinbefore mentioned or intended so to be, with their and every of their appurtenances unto the said mortgagee, his heirs, executors, administrators, and assigns in manner aforesaid and according to the true intent and meaning of these presents.

3. And that on default the mortgagee shall have quiet possession of the land.

3. And also that from and after default shall happen to be made of or in payment of the said sum of money in the said above proviso mentioned or the interest thereof or any part thereof or of or in the doing, observing, performing, fulfilling, or keeping of some one or more of the provisions, agreements, or stipulations in the said above proviso particularly set forth contrary to the true intent and meaning of these presents and of the said proviso then and in every such case it shall and may be lawful to and for the said mortgagee, his heirs, executors, administrators, and assigns peaceably and quietly to enter into, have, hold, use, occupy, possess and enjoy the aforesaid lands, tenements, hereditaments, and premises hereby conveyed or mentioned or intended so to be, with their appurtenances without the let, suit, hindrance, interruption, or denial of me, the said mortgagor, my heirs, or assigns, or any other person or persons whomsoever.

4. Free from all incumbrances.

4. And that free and clear and freely and clearly acquitted, exonerated and

Column One.

Column Two.

discharged of and from all arrears of taxes and assessments whatsoever due or payable upon or in respect of the said lands, tenements, hereditaments, and premises or any part thereof, and of and from all former conveyances, mortgages, rights, annuities, debts, judgments, executions and recognizances and of and from all manner of other charges or incumbrances whatsoever.

5. Will execute 5. And also that from and after default shall happen to be made of or in such further assurance of the the payment of the said sum of money in lands as may be the said proviso mentioned or the interest thereof or any part of such money or interest or of or in the doing, serving, performing, fulfilling, or keeping of some one or more of the provisions, agreements, or stipulations (in the above proviso particularly set forth), contrary to the true intent and meaning of these presents and of the said proviso, then and in every such case I, the said mortgagor, my heirs and assigns, and all and every other person or persons whomsoever having or lawfully claiming or who shall or may have or lawfully claim any estate, right, title, interest, or trust of, in, to, or out of the lands, tenements, hereditaments and premises hereby conveyed or mentioned or intended so to be, with the appurtenances or any part thereof by, from, under, or in trust for me the said mortgagor, shall and will, from time to time and at all times thereafter at the

Column One.

Column Two.

proper costs and charges of the said mortgagee, his heirs, executors, administrators, and assigns make, do, suffer and execute, or cause or procure to be made, done, suffered, and executed, all and every such further and other reasonable act or acts, deed or deeds, devices, conveyances and assurances in the law for the further, better, and more perfectly and absolutely conveying the said lands, tenements, hereditaments, and premises, with the appurtenances unto the said mortgagee, his heirs, executors, administrators and assigns, as by the said mortgagee, his heirs, executors, or his or their solicitor, shall or may be lawfully and reasonably devised, advised, or required, so that no person who shall be required to make or execute such assurances shall be compelled for the making or executing thereof to go or travel from his usual place of abode.

6. Have done no act to incumber the land.

6. And also that I, the said mortgagor, have not at any time heretofore made, done, committed, executed, or wilfully or knowingly suffered any act, deed, matter, or thing whatsoever, whereby or by means whereof the said lands, tenements, hereditaments and premises hereby conveyed or mentioned or intended so to be or any part or parcel thereof, are, is, or shall, or may be in any wise impeached, charged, affected, or incumbered in title, estate, or otherwise howsoever.

FORM 664.

*Receipt or Acknowledgment of Payment or Mortgage or
other Incumbrance.*

I, C. D., the mortgagee (*incumbrancee or assignee, as the
case may be*) do acknowledge to have received all the moneys
due or to become due under the within written mortgage (*or
incumbrance, as the case may be*) and that the same is wholly
discharged.

In witness whereof I have hereunto subscribed my name
this day of 19 .

Signed by the above named }
C. D., in the presence of . } Signature.

R. S. S. 1909, c. 41, Form I Schedule and Sections 52 and 93.]

FORM 665.

Lease.

I, A. B. (*insert name as in certificate of title and addi-
tion*), being registered as owner, subject however, to such
mortgages and incumbrances as are notified by memorandum
underwritten (*or indorsed hereon*), of that piece of land
described as follows: (*here insert description*), containing
 acre, more or less (*here state rights of way,
privileges, easements, if any, intended to be conveyed along
with the land and if the land dealt with contains all in-
cluded in the original grant or certificate of title or lease
refer thereto for description and diagram, otherwise set forth
the boundaries by metes and bounds*) do hereby lease to E.
F., of (*here insert description*), all the said land to be held
by him, the said E. F., as tenant, for the space of
years, from (*here state the date and term*), at the yearly

rental of _____ dollars, payable (*here insert terms of payment of rent*), subject to the covenants and powers implied (*also set forth any special covenants or modifications of implied covenants above set forth*). I, E. F., of _____ (*here insert description*), do hereby accept this lease of the above described land to be held by me as tenant and subject to the conditions, restrictions, and covenants above set forth.

Dated this _____ day of _____ 19____.

Signed by the above named _____
A. B. as lessor, and E. F. as _____ *Signature of lessor.*
lessee, in the presence of _____ *Signature of lessee.*

(*Here insert memorandum of mortgages and incumbrances*).

R. S. S. 1900, c. 41, Form J Schedule and Section S1.]

FORM 666.

Short Covenants in Lease.

Column One.

Column Two.

- | | |
|--|--|
| <p>1. Will not without leave assign or sublet.</p> | <p>1. That I, the said lessee, my executors, administrators, or transferees, will not during the said term transfer, assign, or sublet the land and premises hereby leased or any part thereof or otherwise by any act or deed procure the said land and premises or any part thereof to be transferred or sublet, without the consent in writing of the lessor or his transferees first had and obtained.</p> |
| <p>2. Will fence.</p> | <p>2. That I, the said lessee, my executors, administrators, or transferees will during the continuance of the said term erect and put upon the boundaries of the said land, or on those boundaries on</p> |

Column One.

Column Two.

3. Will cultivate.

which no substantial fence now exists, a good and substantial fence.

3. That I, the said lessee, my executors, administrators, or transferees, will at all times during the said term cultivate, use and manage in a proper husbandlike manner all such parts of the land as are now or shall hereafter, with the consent in writing of the said lessor or his transferees, be broken up or converted into tillage, and will not impoverish or waste the same.

4. Will not cut timber.

4. That I, the said lessee, my executors, administrators, or transferees, will not cut down, fell, injure, or destroy any living timber or timberlike tree standing and being upon the said land without the consent in writing of the said lessor or his transferees.

5. Will not carry on offensive trade.

5. That I, the said lessee, my executors, administrators, or transferees, will not at any time during the said term use, exercise, or carry on or permit or suffer to be used, exercised or carried on in or upon the said premises, or any part thereof, any noxious, noisome, or offensive art, trade, business, occupation, or calling, and no act, matter, or thing whatsoever shall at any time during the said term be done in or upon the said premises or any part thereof which shall or may be or grow to annoyance, nuisance, grievance, damage, or any disturbance of the occupiers or owners of the adjoining lands and properties.

FORM 667.*Power of Attorney.*

I, A. B., being registered owner of an estate (here state nature of the estate or interest), subject, however, to such incumbrances, liens, and interest as are notified by memorandum underwritten (or indorsed hereon), (here refer to schedule for description and contents of the several parcels of land intended to be affected, which schedule must contain reference to the existing certificate of title or lease of each parcel) do hereby appoint C. D., attorney on my behalf to (here state the nature and extent of the powers intended to be conferred, as to sell, lease, mortgage, etc.), the land in the said schedule described and to execute all such instruments, and do all such acts, matters, and things as may be necessary for carrying out the powers hereby given and for the recovery of all rents and sums of money that may become or are now due or owing to me in respect to the said lands, and for the enforcement of all contracts, covenants, or conditions binding upon any lessee or occupier of the said lands, or upon any other person in respect of the same, and for the taking and maintaining possession of the said lands, and for protecting the same from waste, damage or trespass.

In witness whereof I have hereunto subscribed my name
this day of 19 .

Signed by the above named .
A. B., in the presence of . Signature.

R. S. S. 1909 c. 41, Form N Schedule and Section 104.]

FORM 668.*Revocation of Power of Attorney.*

I, A. B., of , hereby revoke the power of
attorney given by me to , dated the
day of 19 , and recorded in the Land Titles

Office at _____, for the _____ land registration
district, on the _____ day of _____, 19____,
as Number _____.

In witness whereof I have hereunto subscribed my name
this _____ day of _____, 19____.

Signed by the above named)
A. B., in the presence of)
.....) *Signature.*

R. S. S. 1909, c. 41, Form O Schedule & Sections 104 (3) & 107.]

FORM 669.

Transfer.

I, A. B., being registered owner of an estate (*state the nature of the estate*) in all that certain tract of land containing _____ acres, more or less, and being (*part of*) section _____, township _____, range _____, in the _____, (*or as the case may be*), (*here state rights of way, privileges, easements, if any, intended to be conveyed along with the land and if the land dealt with contains all included in the original grant refer thereto for description of parcels and diagrams; otherwise set forth the boundaries and accompany the description by a diagram*), do hereby in consideration of the sum of _____ dollars paid to me by E. F., the receipt of which sum I hereby acknowledge, transfer to the said E. F. all my estate and interest in the said piece of land. (*When a lesser estate describe such lesser estate*).

In witness whereof I have hereunto subscribed my name
this _____ day of _____, 19____.

Signed by said A. B.)
in the presence of)
.....) *Signature.*

R. S. S. 1909 c. 41, Form P Schedule and Section 71.]

• **FORM 670.***Transfer of Mortgage, Incumbrance or Lease.*

I, C. D., the mortgagee (incumbrancee or lessee, as the case may be), in consideration of _____ dollars this day paid to me by X. Y., of _____, the receipt of which sum I do hereby acknowledge, hereby transfer to him, the mortgage (incumbrance, or lease as the case may be), (describe the instrument fully) together with all my rights, powers, title and interests therein.

In witness whereof I have hereunto subscribed my name this _____ day of _____, 19 _____.

Signed by the said _____
in the presence of _____

_____ C. D., Transferor.

_____ Accepted, X. Y., Transferee.

R. S. S. 1900 c. 41, Form Q Schedule & Sections 93, 98 & Form E.1

FORM 671.*Transfer of Part of Mortgage or Incumbrance.*

I, C. D., the mortgagee (or incumbrancee, or as the case may be), in consideration of _____ dollars this day paid to me by X. Y., of _____, the receipt of which sum I do hereby acknowledge, hereby transfer to him _____ dollars of the mortgage (or incumbrance, as the case may be), (describe the instrument fully), together with all my rights, powers, title and interest therein, and the sum so transferred shall be preferred (or deferred or rank equally, as the case may be) to the remaining sum secured by the mortgage (or incumbrance).

In witness whereof I have hereunto subscribed my name
this _____ day of _____, 19____.

Signed by the said _____
in the presence of _____

_____ C. D., Transferor.

_____ Accepted, X. Y., Transferee.

R. S. S. 1900, c. 41, Form R, Schedule & Section 191.

FORM 672.

Transfer of Land Under Process of Law.

I, _____, of _____, the person appointed to
execute the process hereinafter mentioned in pursuance of
a writ dated the _____ day of _____, one thousand
nine hundred and _____ and issued out of (insert
name of court), a court of competent jurisdiction in an ac-
tion wherein _____ is the plaintiff, and
the defendant, which said _____ is registered as the
owner of the land hereinafter described, subject to the mort-
gages and incumbrances notified hereunder, do hereby, in
consideration of the sum of _____ paid to me, as
aforesaid, by E. F., (insert addition) transfer
to the said E. F., all that piece of land (here insert a suffi-
cient description of the land and refer to the debtor's certi-
ficate of title or grant).

Dated the _____ day of _____, one thousand
nine hundred and _____.

Signed by the above named _____
in the presence of _____
_____ Signature with official seal.

Mortgages and incumbrances referred to (state them).

FORM 673.*Transfer of Land on Sale for Taxes.*

I, _____, of _____, by virtue of authority vested in me to sell lands for arrears of taxes by do hereby, in consideration of the sum of _____ paid to me by E. F. (insert addition) transfer to the said E. F. all that piece of land, being (here insert a sufficient description of the land, and refer to the certificate of title).

Dated the _____ day of _____, one thousand nine hundred and _____

Signed by the above named _____
in the presence of _____ Signature with official seal.

FORM 674.*Transfer of Land Under Decree or Order of a Court of Competent Jurisdiction.*

I (insert name), in pursuance of a decree (or order) of (insert name of court), a court of competent jurisdiction, dated the _____ day of _____, one thousand nine hundred and _____, and entered in the register, vol. _____, fol. _____, hereby transfer to E. F. (insert addition) subject to the mortgages and incumbrances notified hereunder, all that piece of land being (here insert a sufficient description of the land and refer to the certificate of title or grant).

Dated the _____ day of _____, one thousand nine hundred and _____

Signed by the above named _____
in the presence of _____ Signature with official seal
Mortgages and incumbrances referred to (state them)

Transfer or Lease, Mortgage or Incumbrance, Under Decree or Order of a Court of Competent Jurisdiction.

Dated the _____ day of _____, one thousand
 nine hundred and _____

Mortgages and Incumbrances referred to state them.

FORM 676.

District

Take notice that I, A. B., of (insert description), claiming (here state with particulars the nature of the estate or interest claimed and the grounds upon which such claim is founded) in (here describe land and refer to certificate of

(title) forbid the registration of any transfer or other instrument affecting such land or the granting of a certificate of title thereto except subject to the claim herein set forth.

My address is:

Dated this

day of

19

.....
Signature of Caretaker or his Agent.

I, the above named A. B. (or C. D., agent for the above A. B.), of (residence and description), make oath and say:

1. That the allegations in the above caveat are true in substance and in fact, to the best of my knowledge, information and belief.

2. That the claim mentioned in the above caveat is not to the best of my knowledge, information and belief founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in sub-section (2) of section 125 of the Land Titles Act.

Sworn before me at
in the , this
day of 19

.....
Signature.

R. S. S. 1900, c. 41, Form T Schedule and Section 126.]

FORM 677.

Affidavit of Attestation of an Instrument.

Province of Saskatchewan.

To Wit:

I, A. B., of , in the , make oath and say:

1. That I was personally present and did see named in the within (or annexed) instrument, who is per-

sonally known to me to be the person named therein, duly sign and execute the same for the purpose named therein:

2. That the same was executed at the _____, in _____, in payment of the said sum of money in the _____, and that I am the subscribing witness thereto:

3. That I, _____, know the said _____ and he is in my belief of the full age of twenty-one years.

Sworn before me at _____, this _____ day of _____, 19____. _____ Signature

R. S. S. 1900, c. 41, Form V Schedule and Sections 134 and 135.]

FORM 678.

Reference by Registrar to the Master of Titles.

(Place and date).

In the matter of the Land Titles Act.

In the matter of the Registration of transfer (or as the case may be), A. B. to C. D.

The registrar under the provisions of The Land Titles Act hereby refers the following matter to the Master of Titles, to wit:

(Here state briefly the difficulty which has arisen.)

The parties interested so far as the Registrar knows or has been informed are: *(Here give the names).*

.....
Signature.

.....
Registrar.

(Official seal).

R. S. S. 1900, c. 41, Form V Schedule and Section 147.]

FORM 679.*Demand to Return Certificate of Title.*

To (name of owner or whoever is custodian of certificate):

You are hereby required to forward to the Land Titles Office certificate of title No. _____, in favour of (insert owner's name) for (description of land) as the same is required by me pursuant to the provisions of The Land Titles Act for the purpose (Purpose for which certificate is required and whether or not by direction of a Judge).

Your attention is called to the provisions of sections 118 and 119 of the said Act and the penalty therein provided for neglect or refusal to comply with this demand.

Dated at _____ 19 ____
A. B.,
Registrar, _____ District,

R. S. S. 1900 c. 41, Form W Schedule and Section 148.]

FORM 680.

I, _____, Saskatchewan land surveyor, do solemnly declare that this plan accurately shows the manner in which the land included therein has been surveyed and subdivided by me and that the said plan is prepared in accordance with the provisions of The Land Titles Act.

Dated at _____ 19 ____
Signed in the presence of } A. B.,
..... } Saskatchewan Land Surveyor

R. S. S. 1900 c. 41, Form X, Schedule and Section 70 (4).]

FORM 681.

Land Titles Office,
Saskatchewan.

19 .

To.....

Sir,—

Under the provisions of section 130 of The Land Titles Act I hereby notify you that the caveat filed by you on the day of , 19 , against the following land, namely: shall lapse at the expiration of thirty days from the mailing of this notice unless within the said thirty days you file with me an order of the judge continuing said caveat beyond the said thirty days.

Yours,

.....
Registrar.

R. S. S. 1900 ch. 41, Form Y Schedule A Section 120 1

LEASES.

FORM 682.*Lease of House.*

This Indenture made the day of A.D. 19
Between

Witnesseth, that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the said part of the second part, executors, administrators and assigns, to be paid, observed and performed the said part of the first part has demised and leased, and by these presents do demise and lease unto the said part of the second part, executors, administrators and assigns, all that messuage or tenement situate, lying and being , together with all houses, outhouses, yards and other appurtenances thereto belonging or usually known as part or parcel thereof, or as belonging thereto:

To have and to hold the said premises unto the said part of the second part, executors, administrators and assigns, for and during the term of to be computed from the day of , 19 , and from thenceforth next ensuing, and fully to be complete and ended: yielding and paying therefor yearly and every year during the said term hereby granted, unto the said part of the first part, heirs, executors, administrators or assigns, the sum of to be payable on the following days and times, that is to say:

The first of such payments to become due and be made on the day of next, and the last of such payments to be made in advance on the day of preceding the expiration of the said term.

Provided always, and these presents are upon this express condition, that if the said yearly rent hereby reserved or any part thereof, shall at any time remain unpaid for the space of twenty-one days after any of the days on which the same shall become due and payable, or if a breach or default shall be made in any of the covenants hereinafter contained by the said part of the second part, executors, administrators or assigns, then and in every such case it shall be lawful for the said part of the first part, heirs, executors, administrators, or assigns, into and upon the said premises or any part thereof in the name of the whole, to re-enter, and the same to have again, re-possess and enjoy as if these presents had never been executed: And the said part of the second part, for heirs, executors, administrators or assigns, do hereby covenant, promise and agree to and with the said part of the first part, heirs, executors, administrators and assigns: that the said part of the second part, executors administrators and assigns, shall and will well and truly pay or cause to be paid to the said part of the first part, heirs, executors, administrators or assigns, the said yearly rent hereby reserved, at the times and in the manner hereinbefore appointed for the payment thereof: And also shall and will, from time to time, and at all times during the said term, keep in good and sufficient repair the said premises hereby demised, reasonable wear and tear and accidents by fire and tempest excepted: And the same, so kept in repair, shall and will at the end, expiration or other sooner termination of the said term, peaceably and quietly yield and deliver up to the said part of the first part, heirs, executors, administrators or assigns: And also shall and will well and truly pay or cause to be paid all taxes, rates, levies, duties, charges, assessments and impositions whatsoever, whether parliamentary, local or otherwise, which now are or which during the continuance of this demise shall at any time be rated, taxed or imposed on or in respect of the said

demised premises, or any part thereof; And also, that it shall be lawful for the said part of the first part, heirs, executors, administrators and assigns, and their agents respectively, either alone or with workmen or others, from time to time, at all reasonable times in the daytime during the said term, to enter upon the said demised premises, and every part thereof, to view and examine the state and conditions thereof, and in case any want of reparation or amendment be found on any such examination, the said part of the second part, executors, administrators or assigns, shall and will from time to time cause the same to be well and sufficiently repaired, amended and made good within one month next after notice in writing shall have been given to or left at or upon the said hereby demised premises for that purpose: And if the said part of the second part, executors, administrators or assigns, shall fail in making the necessary repairs in manner hereinbefore described, that it shall be lawful for the said part of the second part, heirs, executors, administrators and assigns, and agents, to enter into and upon the said hereby demised premises, and have the same repaired in a proper manner, and to render the account for such repairs to the said part of the second part, executors, administrators and assigns, and demand payment for the same, and if default is made, to sue for the same in any court of law, having jurisdiction over the same:

And the said part of the second part, executors, administrators or assigns, shall not, nor will at any time or times during the continuance of this demise, sell, assign, let or otherwise part with this present lease, or the said premises hereby demised, or any part thereof, to any person or persons whomsoever, for the whole or any part of the said term, nor alter, change or remove any part of the said premises, yards or offices, externally or internally without the license or consent in writing of the said part

of the first part.

heirs, executors, administrators or assigns, from time to time first had and obtained;

And the said part of the first part, for heirs, executors, administrators and assigns; covenant with the said part of the second part, executors, administrators and assigns, that the said part of the second part, executors, administrators and assigns, well and truly paying the rent hereinbefore reserved, and observing, performing and keeping all the covenants hereinbefore contained, shall and may from time to time, and at all times during the said term, peaceably and quietly enjoy the said premises hereby demised without molestation or hindrance.

And if the term hereby demised shall at any time be seized or taken in execution, or in attachment by any creditor of the party of the second part, or if the said party of the second part shall make any assignment for the benefit of creditors, or being bankrupt or insolvent shall take the benefit of any act in force for bankrupt or insolvent debtors, the then current rent shall immediately become due and payable, and said term shall immediately become forfeited and void, but the then current rent shall nevertheless be at once due and payable.

In witness whereof, etc.

Signed, sealed, etc.

FORM 683.

Short House Lease.

This Indenture, made the day of A.D. 19 in pursuance of the Short Forms of Leases Act,
Between , hereinafter called the Lessor
of the first part, and , hereinafter called the
Lessee of the second part.

Witnesseth, that in consideration of the rents, covenants and agreements hereinbefore reserved and contained on the part of the said Lessee executors, administrators and assigns, to be paid, observed and performed, by the said Lessor his demised and leased, and by these presents do demise and lease unto the said Lessee, executors, administrators and assigns, all to certain together with all the rights, members and appurtenances whatsoever to the said premises belonging or appertaining.

To have and to hold the said demised premises, with their appurtenances, unto the said lessee, executors, administrators and assigns, for and during the term of to be computed from the day of , 19 , and from thenceforth next ensuing, and fully to be completed and ended, yielding and paying therefor yearly and every year, during the said term hereby granted unto the said lessor, heirs, executors, administrators or assigns, the sum of dollars of lawful money of Canada, to be payable on the following days and times, that is to say: on the days of and in each year during the said term, the first of such payments to become due and be made on the day of next, and the last of such payments to be made in advance on the day of payment of rent, next preceding the expiration of the said term.

And the said Lessee covenant with the said Lessor to pay rent; and to pay taxes; and to repair (reasonable wear and tear, and accidents by fire or tempest excepted) and to keep up fences, and not to cut down timber; and that the said Lessor may enter and view the state of repair, and that the said Lessee will repair according to notice, and will not assign or sublet without leave; and will not carry on any business that shall be deemed a nuisance on said premises; and that he will leave the premises in good repair;

And also that if the term hereby granted shall be at any time seized, or taken in execution, or in attachment by any creditor of the said Lessee, or if the said Lessee shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent, shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, the said term shall immediately become forfeited and void, and the full amount of the current rent shall be at once due and payable; and also, that if the said premises be destroyed, or so much injured as to become unfit for occupation by fire or other casualty not caused by the wilful default or neglect of the said Lessee, executors, administrators or assigns, the said term hereby demised shall cease, and the current rent shall be duly apportioned and the due proportionate part thereof shall be at once due and payable.

Proviso for re-entry by the said Lessor on non-payment of rent or non-performance of covenants, or seizure or forfeiture of the said term for any of the causes aforesaid. The said Lessor covenant with the said Lessee for quiet enjoyment.

In witness whereof, etc.
Signed, sealed, etc.

FORM 684.

Special Covenants in Leases

To Paint.

And in particular will, once in every three years of said term, paint the outside wood and iron work of said premises with two coats of best oil paint, in a proper and workmanlike manner, of a color to be approved by the Lessor, his heirs or assigns; and will, in like manner, once in every seven years of said term, paint all the inside wood and iron work previously or usually painted.

FORM 685.*To Maintain Gardens and Pleasure Grounds.*

And also will, at all times during the said term, maintain the gardens and pleasure grounds of the said premises in good order and properly planted, and carefully preserve the timber trees and all ornamental and fruit trees, bushes and shrubs which are now or may at any time during the said term be growing on the said premises, and replace such of the shrubs and plants as may die or require replacing.

FORM 686.*To Submit Plan of Alterations.*

That he and they will not make or suffer any alterations or additions in the demised premises without first having submitted the plan, or a sufficient specification thereof, to of , or in case of his decease, absence or inability to act, to some skilled architect or mechanic named by the lessors or those having their estate, and having obtained his opinion in writing that the intended alterations or additions will not impair the strength or durability of the buildings, the services of said , or other person, to be paid for by the lessees.

FORM 687.*To Obtain Approval before Making Alterations.*

And also, before making any alterations in any of the buildings on said premises, will obtain the approval in writing of the lessor, his heirs or assigns, to the plans and specifications of such intended alterations, and will make the same in such manner as shall be so approved

FORM 688.*To Expend a Certain Sum in Improvements.*

That he, the said lessee, or his representatives or assigns, will, within the first six months of the term hereby granted, lay out and expend the sum of _____ dollars, at least, in substantial alterations, of a nature to improve the demised premises generally as a place of business to be made in a workmanlike manner; the application of said sum to be from time to time inspected and approved by such proper persons as the lessors or those having their estate shall appoint to inspect the same; and also will, when required, render to the lessors or those having their estate an account and vouchers of said expenditures.

FORM 689.*Not to Use the Premises for Trade.*

And also will not use the said premises, or permit the same to be used, for the purposes of any business, trade or manufacture of any description, or for any school or teaching of music, or for lodgings, or for a boarding-house.

FORM 690.*To Use as Offices only.*

And also will not use and occupy the said premises or permit the same to be used or occupied, otherwise than as offices, or for any purpose, or in any manner inconsistent with such occupation, nor so as to be a damage or annoyance to the occupants of other offices in the same building.

FORM 691.*Not to Carry on Offensive Trade.*

And also will not carry on or permit upon the said premises any offensive, noisy or dangerous trade, business, manufacture or occupation, or any nuisance, nor use the same, nor allow the same to be used, for any illegal or immoral purpose, but will use the same as a private dwelling-house, or for carrying on handicrafts or occupation of a quiet and inoffensive nature only, or

Not to do anything which shall be a nuisance to the neighbourhood. Will not do, or suffer to be done, in or upon the said premises any act or thing which shall or may be a nuisance, annoyance, inconvenience or damage to the lessor or his tenants, or to the occupants of adjoining houses or of the neighbourhood.

FORM 692.*Not to Assign or Underlet without License.*

And also will not assign or underlet said premises, or any part thereof, without the previous consent in writing of the lessor, his heirs or assigns (provided that such consent shall not be unreasonably or arbitrarily withheld, to an assignment or underletting of the said premises, or any part thereof, to a respectable and responsible person).

FORM 693.*To Consume Hay, etc., on Premises.*

And also will consume all the hay, straw, fodder, turnips, and other root crops on the premises, and will in every year

carry out and spread at proper times and in a husbandlike manner, on the demised premises, all manure, muck, and compost produced or prepared on said premises.

FORM 694.*To Leave Unspent Hay and Manure.*

To leave upon the said premises all the unspent hay, clover, straw, turnips, or other root crops, and all manure and compost, for the benefit of the lessor, or the incoming tenant, who shall pay a reasonable price therefor, such price, in case of dispute, to be settled by arbitration in the usual manner.

FORM 695.*To Keep Farm in Good Condition.*

And will keep the said farm house and buildings and all things in and about the same, and all fences, ditches, drains, fixtures, and things upon or about the said farm and lands, in good condition and complete repair, without any alteration except such as the lessor, his heirs or assigns shall approve of.

FORM 696.*To Properly Cultivate a Farm.*

And will cultivate, manure, and manage the said farm and lands in a fair and proper manner, according to the most approved course of husbandry, and will not convert into arable land any land now in pasture and meadow without the consent of the lessor, his heirs or assigns.

FORM 697.*To Pay Share of Expenses of Repairing Ways, etc.*

And also will, from time to time pay and allow a reasonable portion towards the expenses of making, supporting, and repairing all ways, roads, pavements, party-walls, or party-fence walls, or fences, gutters, drains, sewers, pipes, and watercourses, which shall be used for the convenience of the premises, or any part thereof, in common with the owners or occupants of adjoining lands or buildings; and that, in default of payment of such proportion, the same shall be recoverable as, or in the nature of, rent in arrear.

FORM 698.*Covenant to Build to be used in a Building Lease.*

And will within months after the execution of these presents commence, and without intermission and with reasonable expedition, proceed with the erection of a building, to be used for mercantile purposes, upon the demised land, and will at his own expense completely finish the same for use and occupation on or before the day of , in a substantial and workmanlike manner, according to such plans, elevations, sections, conditions, and specifications, as shall be previously approved of in writing by the lessor, and under the inspection and in all respects to the satisfaction of the architect for the time being of the lessor, and will expend in erecting said buildings at least the sum of dollars; and will at all times produce and shew to the lessor, or to his architect for the time being, bills and vouchers for the materials and labour used and employed in and about the said building, and will upon the completion of said building pay to such architect a fee of dollars.

FORM 699.*To Keep Lawn and Garden in Order.*

And also will, at his and their own costs, keep up and preserve in good condition the lawn and garden belonging to the said dwellinghouse, and the fence and walls around and about the same, in the same order and form as the same respectively are now in; and will do, or cause to be done, in proper and reasonable times of the year, and in a proper manner, all necessary work in and to the same, and in particular for the preserving and cherishing the fruit-trees, herbs, shrubs, plants, flowers, and roots now growing, or henceforth during the said term to grow therein, and will properly and seasonably manure and cultivate the same during the said term.

FORM 700.*To Properly manage a Hotel.*

And will during said term personally reside in said hotel and keep it open in due and proper course of business as a public house, and neither use nor suffer the same to be used for any other purpose, and will use his best endeavours to preserve and extend the trade thereof; and will conduct and manage the same in a proper and orderly manner, and will not do, or suffer anything to be done, to the detriment of said house.

FORM 701.*To Permit Lessor to Put up Notice for Re-letting.*

And also that it shall be lawful for the lessor, his heirs or assigns, or his and their agents, at any time within calendar months before the expiration or sooner determination

of the said term, to enter upon the said premises, and to affix upon any suitable part thereof a notice for re-letting the same, and will permit all persons having written authority therefor to view the said premises at all reasonable hours.

FORM 702.

To Permit Lessor to Repair Adjoining Buildings.

And will permit the workmen of the lessor, his heirs or assigns, and his or their tenants of the adjoining premises belonging to him, such tenants having previously obtained his written consent, to enter into the said demised premises for the purposes of repairing the adjoining premises, making reasonable compensation to the lessee, his executors, administrators or assigns for all damages occasioned thereby.

FORM 703.

To Insure.

And will, during the said term, keep the said buildings and premises hereby demised insured against fire in some responsible office in the sum of _____ dollars at the least, in the joint names of the lessor, his heirs or assigns, and of the lessee, his executors, administrators or assigns, and whenever required, produce to the lessor the policy and receipt for the last premium in respect of such insurance, and in case of destruction or damage of the said premises by fire, the moneys received in respect of such insurance shall be laid out in re-building or re-installing the same, and in case such moneys shall be insufficient for such purposes, the deficiency shall be made good by the lessor.

FORM 704.*Not to do anything to Increase Rate of Insurance.*

And also will not carry on, or permit upon, the said premises, any trade or occupation, or suffer to be done any other thing which may render any increased or extra premium payable for the insurance of the said premises against fire, or which may make void or voidable any policy for such insurance.

FORM 705.*Lease of a Manufactory and Premises for Carrying on the Business of making and selling Cements.*

THIS INDENTURE, made, &c., between A.B., of, &c., his executors, administrators, and assigns (hereinafter called "the lessor") of the one part and C.D., of, &c., his executors, administrators and assigns (hereinafter called "the lessee"), of the other part, WITNESSETH, that in consideration of the rent and royalties hereinafter reserved, and of the covenants hereinafter contained, and on the part of the lessee to be observed and performed, the lessor hereby grants and demises unto the lessee: first, all that tenement chiefly used as an engine house, situate in and fronting _____ Street, in the city of _____, which said premises are more particularly described as follows (*description*): And the use and enjoyment of all the machinery, fixtures, implements, utensils, and things which now are in or upon the said premises: And secondly, all and singular the manufactories, buildings, boiler houses, kilns, erections, offices, buildings, and premises, situate between _____ Street and _____ Quay, in the said city of _____, which said premises secondly hereinbefore described are more particularly described as follows (*description*): And the use and enjoyment

of all the machinery, fixtures, implements, utensils, and things which now are in or upon the said premises secondly hereinbefore described (excepting nevertheless and reserved unto the persons in favour of or to whom the same have previously to the date of these presents been excepted and reserved), all the rooms which form the upper storey of the several buildings hereby demised, and the absolute use and enjoyment thereof, whether for the purpose of business or otherwise howsoever, and unto the same persons and their servants, workmen or any other persons on their behalf, and (as to the piece of land *(description)* either on foot, or by means of carts or other vehicles, horses or other animals), full and free right and liberty of ingress, egress, regress, passage, and way at all times over the said last-described piece of land unto the point at which the said piece of land adjoins to

Quay, and by all the other internal and external passages and ways by which the said rooms respectively are or can be now approached from the said street from the north (as aforesaid): To hold the said premises unto the lessee for the term of fifteen years from the 25th day of March next: Yearly and payable during the said term the clear yearly rent of \$2,000; and also yielding and paying during the said term a royalty of _____ cents per ton in respect of all cements

or any person on his behalf, either on the premises hereby demised, or in any other places whatsoever, such rent and royalties to be paid by equal quarterly payments on the _____ day of _____, the _____ day of _____, the _____ day of _____, and the _____ day of _____, clear of all deductions, the first quarterly payment of the said rent and royalties respectively to be made on the _____ day of _____ next: and the lessee hereby covenants with the lessor in manner following (that is to say): That the lessee will pay the rent and royalties hereby reserved at the times and in manner aforesaid, and will also pay all present and future taxes, charges, rates, and assessments payable

in respect of the said premises hereby demised, and also will, at all times during the said term of fifteen years, carry on within the said city of _____ the business of making or manufacturing cements, and selling the same there and elsewhere to the best possible advantage; and also will, at all times during the said term, keep proper books of account on the said premises hereby demised, or on some part thereof, and shall from time to time make such entries therein as shall clearly show the quantity of cement which shall from time to time be manufactured and sold by the lessee, or any person on his behalf, and also the amount of royalties which shall from time to time become payable in respect thereof, and also of other matters which ought to be entered in such books in relation to the said business; and also will, on the first day of every month during the said term, at his own expense, supply the lessor with a proper and faithful account in writing of all the cements which shall have been manufactured and sold as aforesaid during the then preceding month, together with all vouchers and such other evidence as may be required in order clearly to show the accuracy of such account, and shall, if and when required so to do by the lessor, further verify every such account by the statutory declaration of the lessee, and that in case the said rent and royalties hereby reserved, or any of them or any part thereof respectively, shall, at any time or times during the said term fail to be paid at the times and in the manner heretofore provided for this purpose then it shall be lawful for the lessor, into or upon the said premises hereby demised, or any part thereof, or any other premises wherein or where upon the said business may, for the time being, be carried on, to enter and distrain for the same rent and royalties so in arrear, and the distress or distresses thereon and to impound and detain, sell and dispose of in such manner as landlords are by law authorized to do in respect of arrears of rent reserved upon common demise, to the intent that the lessor may by such distress or distresses be from time to time satisfied all such rent and royalties as

may be so unpaid as afore-said, and all costs and expenses occasioned by non-payment or default in payment thereof: and also that the lessee will insure, and at all times during the said term keep insured, all the cements and other stock in trade which shall for the time being be upon the said premises hereby demised, or any other such premises as afore-said, or which otherwise may be engaged or employed in the said business, in some insurance office or offices to be approved by the lessor: and also in the event of any such cement or stock in trade being destroyed by fire, will lay out the moneys which shall arise by reason of the insurance thereof in replacing all such cements and stock in trade as may be so destroyed: and also will, at all times during the said term, keep in good and substantial repair and condition, all and singular the buildings and machinery, utensils, implements, and things hereby demised, and all other the erections and buildings which shall at any time during this demise be erected or set up upon the said premises, and the same in such good and substantial repair will, at the expiration or sooner determination of the said term, peaceably and quietly surrender and yield up to the lessor (reasonable wear and tear thereof in the meantime only excepted): and also will permit the lessor, with or without workmen and others, at any time or times during the said term, into and upon the said premises, or any part or parts thereof, to enter and view and examine the state and condition thereof, and if any decays, defects, or want of reparation shall be found upon such view, to give or leave a notice in writing at or in the said demised premises, or any part thereof, to repair and amend the same within the space of one calendar month next following that in which the notice is given, and after every such notice the lessee will repair and amend the same decays, defects, and wants or reparation accordingly. Provided always, and it is hereby declared, that if the said rent and royalties hereby reserved, or any of them or any part thereof respectively shall be in arrear for the space of

fourteen days next after any of the said days on which the same ought to be paid as afore-said, whether the same shall or shall not have been legally demanded, or if there shall be any breach or non-observance of any of the covenants hereinbefore contained, and on the lessee's part to be observed and performed, or if the lessee shall assign for the benefit of his creditors, or shall compound or arrange with his creditors, or suffer his effects to be taken in execution, then and in any of the said cases it shall be lawful for the lessor, into and upon the said demised premises, or any part thereof, in the name of the whole, to re-enter, and the same to have again, retain, repossess, and enjoy, as in his former estate (*other covenants*).

In witness, &c.

— — —
FORM 706.

Farm Lease.

This Indenture, made the day of
A.D. 19 . Between (hereinafter called the
lessor) of the first part; and (hereinafter
called the lessee) of the second part;

Witnesseth, that for and in consideration of the yearly rent, covenants and conditions hereinafter reserved and contained he the said lessor do demise, lease and to farm let, unto the said lessee executors, administrators and assigns, all that certain parcel or tract of land, situate, lying and being in the together with all erections and buildings, barns, stables and other outhouses thereupon erected, standing and being, or hereafter during the said term to be erected, standing and being, and together also with all ways, paths, passages, waters, watercourses, privileges, advantages and appurtenances whatsoever to the same premises belonging, or in anywise appertaining.

To have and to hold the same unto the said lessee executors, administrators and assigns, for the term of

to be computed from the day of in the year of
our Lord 19 , yielding and paying therefor yearly and
every year during the said term unto the said lessor the
clear yearly rent or sum of of lawful money of Can-
ada, on the day of the month of in each
and every year during the said term, without any deduction,
defalcation or abatement thereout on any account whatsoever,
the first of such payments to become due and to be made on
the

And the said lessee do hereby for heirs, exe-
cutors, administrators and assigns, covenant, promise and
agree to and with the said lessor, heirs and assigns
in manner following, that is to say: That the said
lessee executors, administrators or assigns, or some or one
of them, shall and will well and truly pay, or cause to be
paid, unto the said lessor heirs or assigns, the said yearly
rent of on the days and times and in manner here-
inbefore mentioned and appointed for payment thereof, with-
out any deduction or abatement thereout on any account what-
soever. And also shall and will from time to time, and at
all times during the said term, well and truly pay or cause
to be paid, all taxes, rates, levies, duties, charges, assessments
and impositions whatsoever, whether parliamentary, munici-
pal or otherwise, which now are, or which during the con-
tinuance of the said term hereby demised, shall at any time
be rated, charged, assessed or imposed on said premises, or
any part thereof.

And that the said lessee will, during the said term,
cultivate, till, manure, and employ such part of the said
demised premises as is now, or shall hereafter be brought
under cultivation, in a good, husbandlike and proper manner,
so as not to impoverish or injure the soil, and plough said
land in each year during the said term inches deep, and
at the end of said term will leave the said land so manured
as aforesaid. And will crop the same during the said term
by a regular rotation of crops in a proper, farmerlike man-
ner, so as not to impoverish or injure the soil of the said

land, and will use his best and earnest endeavours to rid said land of all docks, wild mustard, red roots, Canada thistles and other noxious weeds. And will preserve all orchard and fruit trees (if any) on the said premises, from waste, damage or destruction: And will spend, use and employ, in a husband-like manner, upon the said premises, all the straw and dung which shall grow, arise, renew or be made thereupon: And will allow any incoming tenant to plough the said land after harvest in the last year of the said term, and to have stabling for two horses and bed room for one man. And will leave at least ten acres seeded down with timothy and clover seeds.

And shall not nor will during the said term cut any standing timber upon the said lands, except for rails or for buildings upon the said demised premises, or for firewood upon the premises, and shall not allow any timber to be removed from off the said premises: And also shall and will, at the costs and charges of the said lessee, well and sufficiently repair and keep repaired the erections and buildings, fences and gates erected or to be erected upon the said premises.

And also shall and will at the expiration or other sooner determination of this lease, peaceably and quietly leave, surrender and yield up unto the said lessor, heirs or assigns the said premises fully demised, in such good and sufficient repair as aforesaid (reasonable wear and tear excepted), and damaged by fire or tempest only excepted).

And also that it shall be lawful for the said lessor, heirs and assigns, twice or more in every year during the said term, to enter upon the said demised premises, to view the state and condition of the same, and that the said lessor, executors, administrators or assigns will report the same according to notice.

And also shall not, nor will, at any time during the said term assign, transfer or sublet the said premises nor be demised without the license and consent of the said lessor heirs or assigns, in writing, for that purpose first had and obtained.

Provided always that if the said yearly rent is not duly received, or any part thereof, within or after forty-two days after any one of the days appointed for payment thereof as aforesaid, whether or not the same shall be lawfully demanded or not; or if the said lessor, executors, administrators or assigns, shall issue or suffer to issue out of court without such license as aforesaid, in case of breach of the covenants herein contained, then, and in any of the said cases, it shall be lawful for the said lessor, executors or assigns, to go or upon the said premises, or any part thereof, in the name of the whole, to re-enter, and the same to have again, repossess and enjoy as aforesaid and to re-disturb the former estate, and the said lessor, executors, administrators and assigns, and all persons claiming under them, out to expel, put out and remove, anything hereinbefore contained to the contrary notwithstanding:

And the said lessor, executors, administrators and assigns, covenant, promise and agree to and with the said lessee, executors, administrators and assigns, that he and they, paying the said rent, and performing the covenants herein contained on and by their parts, shall and may peaceably and quietly enjoy the said premises during the said term, without any molestation, hindrance or disturbance of, from or by the said lessor, executors and assigns, or any other person claiming under him or them.

And also, that if the term hereby granted shall be at any time seized or taken in execution, or in attachment by the creditor of the said lessee, or if the said lessee shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent shall take the benefit of any act that may be in force for bankrupt or insolvent debtors, the then current rent shall nevertheless become due and payable, and the said term shall nevertheless become forfeited and void, but the next current rent, shall, nevertheless, be at once due and payable.

In witness, etc.

Signed, sealed, etc.

FORM 707.

Lease of Suite of Offices in a Bank Building.

THIS INDENTURE made and executed this _____ day
of _____ in the year of our Lord one thousand nine hun-
dred and _____ In Pursuance of the Short Forms of
Leases Act

BETWEEN _____ Agents for the
Bank of Canada, of the City of Toronto, in the County of
York (hereinafter called the Lessors) of the first part, and
_____ of the said City of Toronto (hereinafter called
the Lessee) of the Second Part.

WITNESSETH, that in consideration of the rents, covenants
and agreements hereinafter reserved and contained on the
part of the said Lessee, to be paid, observed and performed,
the said Lessors have demised and leased, and by these pre-
sents do demise and lease unto the said Lessee, his execu-
tors, administrators and assigns, for use and occupation as
an office, and for no other purpose, all those certain premises
forming part of the Lessors' building in the City of Toronto
known and described as _____ and being
Rooms 10, 11 and 12.

TO HAVE AND TO HOLD the said demised premises for and
during the term of _____ years to be computed from the
day of _____, 19____.

YIELDING AND PAYING thereon yearly and every year
during the said term hereby granted unto the said Lessors,
their successors and assigns, the sum of _____ dollars,
to be payable on the following days and times, that is to
say, the sum of _____ dollars in advance, on the first
days of each and every month in each year, the first of such
payments to become due and be made on the first day of
19____.

THAT the said Lessee covenant with the said Less-
ors to pay rent, and to pay taxes, and to repair (reasonable

wear and tear excepted) and that the said Lessors may enter and view state of repair, and that the said Lessee will repair according to notice, and will not assign or sublet without leave, and that will leave the premises in good repair, and will not carry on any business on said premises that shall be deemed a nuisance, or by which the insurance on the block or building shall be increased, and will during the said term use and occupy said premises as and for an office and for no other purpose.

PROVISO FOR RE-ENTRY by the said Lessors on non-payment of rent, whether lawfully demanded or not, or non-performance or non-observance of covenants, or on seizure, or forfeiture of the term for any of the causes in this lease mentioned. This proviso shall extend and apply to all covenants hereinbefore or hereinafter contained, whether positive or negative. The said Lessors covenant with the said Lessee for quiet enjoyment.

AND the said Lessors further covenant with the said Lessee:

Firstly: To supply electric or other light to the Lessee sufficient for the purposes of ordinary office work on the premises, but not exceeding one candle power for every square foot of space used for such purposes, and the Lessors will not be bound to supply more light or for any longer time on any day than is found to be necessary for such office purposes. PROVIDED, that the Lessors shall not be liable in any way by reason of any interruption in or stoppage of the light caused by any defect or other accident to the machinery or appliances producing same, but they agree to remedy such defect within a reasonable time after notice thereof is given to them.

Secondly: To heat the said premises with steam or other means or appliances in such manner as to keep (if required by the Lessee in writing) the temperature of said premises at not less than sixty-five degrees Fahrenheit, during each day, from the fifteenth of October in each year until the first of May ensuing, from the hour of 8 a.m., to the hour

of 10 p.m.; and in case the boilers, engines, pipes or other apparatus, or any of them, used in effecting the heating of the said demised premises, at any time become incapable of heating said premises as aforesaid, or be damaged or destroyed, the Lessors shall have a reasonable time within which to repair said damages or replace said boilers, engines, pipes or apparatus, or any of them; and the Lessors covenant with the Lessee to replace and repair the said boilers, engines, pipes or other apparatus, with all reasonable speed, but the Lessors shall not be liable for indirect or consequential damages, or for damages for personal discomfort or illness by reason of the heat being interfered with owing to any of said causes.

Thirdly: To give free use to the Lessee in common with other tenants of the said building, agents, clerks, servants, and all other persons seeking communication with him and them of the stairway or passage from Street to the said premises; and also of the elevators, or some or one of them, in the said building in each day, and to keep a person in constant attendance from the hour of 7.30 a.m., until 11 p.m., or until such hour as the Lessors may deem necessary in their opinion to meet the requirements of the Lessee and other tenants, for the purpose of moving and guiding, and also shall move up and down and guide the said elevator or elevators according to the requirements aforesaid; and in case the said elevator or elevators shall be injured or destroyed, the Lessors shall forthwith begin to repair, and shall repair and replace the same, and shall have a reasonable time within which to replace or repair and put the same in working order; and it is agreed that the Lessee clerks, and all other persons hereby permitted to use such elevator, shall do so at his, her and their sole risk, and under no circumstances shall the Lessors be held responsible for any damage or injury happening to any person whilst using such elevator, or occasioned to any person by such elevator or any of its appurtenances, except such damage or injury

happened by reason of the negligence or otherwise of the Lessors or any of their employees, servants, agents, or any other person.

Fourthly: To permit the Lessee, in common with other tenants, to use the water-closets and lavatories provided for that purpose for clerks, agents and servants, and to keep at all times said water-closets clean, and in good working order, and supplied with water from the public mains; but in case of injury to the lavatories, water-closets, water-pipes or connection or any stoppage of water supply, the Lessors shall have a reasonable time to repair the injury and take such means as may be necessary to provide the supply of water for the purposes aforesaid, and to make all necessary repairs to the lavatories and water-closets.

Fifthly: To employ caretakers for the said building, who shall attend to, wash, dust, and otherwise keep clean in a reasonable manner the said demised premises, and the floors, windows, desks, and furniture connected therewith; but except as to the obligation to cause such work to be done, the Lessors shall not be responsible for any act of omission or commission on the part of the person or persons employed to perform such work, and shall not be responsible in any way for any loss sustained or damage occasioned by the caretakers or any of them.

The said Lessee covenant with the said Lessors:

Firstly: That in case the Lessee shall become insolvent or bankrupt, or make an assignment for the benefit of creditors, or in case of the non-payment of the said rent at the said times as herein provided; or in case the said premises or any part thereof become vacant and unoccupied for the period of ten days, or be used by any other person or persons, or for any other purpose than as above provided, without the written consent of the said Lessors, this lease shall at the option of the said Lessors cease and be void, and the term hereby created expire and be at an end, anything hereinbefore to the contrary notwithstanding, and the then current monthly

rent, and two months' additional rent, shall thereupon become immediately due and payable, and the Lessors may re-enter and take possession of the premises, as though the Lessee or servants or other occupant or occupants of the said premises was or were holding over after the expiration of the said term, and the term shall be forfeited and void.

Secondly: The rules and regulations in regard to the said building annexed to this lease and any other and further reasonable rules and regulations that may be made by the Lessors and intimated to the Lessee in writing, shall be observed and performed by the Lessee and by clerks, servants and agents. And all of such regulations now or hereafter in force shall be read as forming part of the terms and conditions of this lease as if the same were embodied herein.

Thirdly: The Lessors shall not be liable for any damage to any property at any time in said premises or building from fire, steam, water works, water, rain, or snow, which may leak into, issue or flow from any part of said building of which the premises hereby leased form a part, or from the wiring, heating or plumbing works of the same, or from any other place or quarter.

Fourthly: That the Lessee shall give to the Lessors, prompt written notice of any accident to or defect in the plumbing, water pipes, or heating apparatus, telephone, electric light, or other wires.

Fifthly: If the Lessee shall abandon or vacate the said premises the Lessors shall be at liberty to forthwith relet the same and the Lessee shall remain and be liable to the Lessors for any and all loss occasioned by reason of such reletting.

AND IT IS HEREBY FURTHER AGREED by and between the said Lessors and Lessee that in the event of such partial or total destruction by fire or other casualty of the said premises, or of the entry passage or stairway leading thereto, or elevators as shall render such premises untenable or

prevent reasonable convenient access thereto, the rent hereby reserved shall at once cease to accrue and become payable until said premises, entry, passage, elevators or stairway shall be rebuilt or restored to their former condition; but the Lessee shall forthwith pay to the Lessors the proportionate part of the then current rent accruing up to the time of such partial or total destruction. And in case of total destruction of said premises the Lessee or the Lessors may within one month after such destruction on giving notice thereof in writing to the other of them terminate this lease.

WHEREVER herein the words Lessors and Lessee are used in any of the covenants, provisoes or conditions in this lease, the word Lessors shall be construed and read as being "the Lessors, their successors and assigns," and the word Lessee as being "the Lessee, his successors, administrators and assigns."

PROVIDED ALWAYS and it is hereby agreed by and between the parties hereto that the Lessee shall be entitled to an extension of this Lease for a further term of three years at such rent as can then reasonably be obtained by the Lessors for the rent of the said room; and if the Lessee shall desire such renewal for three years, he shall give at least one month's notice of such desire to the Lessors before the expiration of the term of this lease.

IN WITNESS WHEREOF the parties hereunto have set their hands and seals the day and year first above written.

Signed, sealed and delivered by The Bank
In the presence of By.....
President.

As to execution by (Lessee)
(Signature of Lessee). (L.S.)

Witness.....

Occupation.....

RULES AND REGULATIONS

Governing the

Bank Building and particular premises mentioned in the Annexed Lease

1. The sidewalk, entry passages, elevators, fire escapes and stairways shall not be obstructed by any of the tenants, used by them for any other purpose than for ingress and egress from and to their respective apartments.

2. The floors, skylights, and windows that reflect or do not light into passage-ways or into any place in said buildings shall not be covered or obstructed by any of the tenants, and no awning shall be put over any window without the sanction of the Lessors. The water closets and other water apparatus shall not be used for any purpose other than those for which they were constructed. Sweepings, sweepings, rubbish, tags, ashes, or other substances shall be thrown therein. Any damage resulting to them by misuse shall be borne by the tenant by whom or by his agents, servants, or employees, the same is caused. No tenant shall deface or mark any part of the said building, or drive nails therein.

3. No sign, advertisement, or notice shall be inscribed, painted, or affixed on any part of the outside of the building whatever, or inside of said building, unless of such colour, size, and style, and in such places upon or in such building shall be first designated by the Lessors and endorsed hereon, and all awnings or shades outside the windows must be approved of by the Lessors, so as to preserve uniformity.

4. No tenant shall do or permit anything to be done in said premises, or bring or keep anything therein which will in any way increase the risk of fire or the rate of fire insurance on said building, or on property kept therein, or obstruct or interfere with the rights of other tenants or in any other way injure or annoy them, or conflict with the laws relating to fires, or with the regulations of the Fire Department, or with any insurance policy upon said building or any part

thereof, or conflict with any of the rules and ordinances of the Board of Health, or with any statute or municipal by-law.

5. The Lessors shall in all cases retain the power to prescribe the weight and proper position of iron safes, and all damage done to the building by taking in or putting out a safe, or during the time it is in or on the premises, shall be made good and paid by the tenant who shall cause it.

6. In order that the leased premises may be kept in a good state of preservation and cleanliness, each tenant shall, during the continuance of his lease, permit the Janitor or Caretaker of the Lessors to take charge of and clean the said leased premises.

7. No tenant shall employ any person or persons other than the Janitor or Caretaker of the Lessors for the purpose of such cleaning or of taking charge of said premises: it being understood and agreed, however, that the Lessors shall be in no wise responsible to any tenant for any loss of property from leased premises, however, occurring, or any damage done to the furniture or other effects of any tenant by the Janitor or Caretaker or any of his employees.

8. The Lessors or their agent or representative shall have the right to enter any premises at all reasonable times in the day to examine the same, or to make such repairs and alterations as they shall deem necessary for the safety and preservation of the said building, and also exhibit the said premises to be let, and put upon them the usual notice, "To be let," which said notice shall not be removed by any tenant during the three months previous to the expiration of the lease of the premises.

9. Tenants, their clerks or servants, shall not make or commit any improper noises in the building, lounge about doors or corridors, smoke tobacco in the elevators, or interfere in any way with other tenants or those having business with them.

10. No room shall be used as a sleeping room without the consent of the Lessors.

11. Nothing shall be thrown by the tenants, their clerks or servants, out of the windows or doors, or down the passages or skylights of the building.

12. No animal shall be kept in or about the premises.

13. No telegraphic or telephonic connections or electric light wiring in places other than those designated by the Lessors, shall be made without the authority of the Lessors, who will direct the electricians as to where and how the wires are to be introduced, and without such direction no boring or cutting for wires will be permitted.

14. The Lessors may lock the entrance door on street at 11.30 o'clock each evening and keep the same locked until a reasonable hour the next morning.

15. It shall be the duty of the respective tenants to assist and co-operate with the Lessors in preventing injury to the premises demised to them respectively.

16. Any alterations, additions, or changes made in the partitions or divisions of the rooms during the currency of this lease shall, if made at the request of the Lessee, be at the expense of the Lessee, but the same shall be subject to the approval and direction of the Lessors.

17. The Lessors shall have the right to make such other and further reasonable rules and regulations as in their judgment may from time to time be needful for the safety, care, and cleanliness of the premises, and for the preservation of good order therein, and the same shall be kept and observed by the tenants, their clerks and their servants.

FORM 708.*Lease of Suite of Apartments in an Apartment House.*

INDENTURE OF LEASE made the day of 19 .
In pursuance of the Short Forms of Leases Act, Between
A. B., hereinafter called the "Lessor," Of the First Part.
and C. D., hereinafter called the "Lessee," Of the Second Part.

WITNESSETH that in consideration of the rents, covenants
and agreements hereinafter reserved and contained on the
part of the Lessee, his executors, administrators and assigns,
to be paid, observed and performed, the said Lessor hath
demised and leased, and by these presents doth demise and
lease unto the said Lessee, his executors, administrators, and
assigns for use and occupation as a private dwelling apart-
ment, unfurnished, and for no other purpose all those
certain premises known as Suite No. .
located on the storey of the building situate
in the City of Toronto, and commonly known and
described as Apartments.

TO HAVE AND TO HOLD the said demised premises for
and during the term of to be computed from the
day of 19 , and from thenceforth next
ensuing and fully to be complete and ended:

YIELDING AND PAYING therefor during the said term
hereby granted unto the said Lessor, his successors, and as
signs, the sum of dollars, payable on the following
days and times, that is to say: the sum of \$ monthly
in advance on the day of each month, the first
of such payments to become due and made on the
day of next, ensuing, and thereafter in equal
monthly instalments.

The said Lessee covenants with the said Lessor—to pay
rent and to repair (reasonable wear and tear and damage
by fire, lightning, and tempest only excepted):

THAT the said Lessor may enter and view state of re-
pair:

THAT the said Lessee will repair according to notice (reasonable wear and tear and damage by fire, lightning, and tempest only excepted); and will not assign or sub-let without leave in writing; and that he will leave the premises in good repair, reasonable wear and tear and damage by fire, lightning, and tempest only excepted;

PROVIDED that the Lessee may remove his fixtures;

PROVIDED that in the event of premises being rendered uninhabitable by fire, rent shall cease until the premises are rebuilt;

AND the Lessee covenants with the Lessor that he will make good any damage caused by the misuse of the water pipes, steam radiators or the pipes or fixtures therefor, or of the gas piping and electric wiring and the fixtures therefor, by himself or any member of his family or household, or any person who may be permitted to enter the demised premises; and that he will conform to all the Rules and Regulations, printed upon the last page hereof, and hereby made a part of this lease, and such others as may hereafter be established by the Lessor relating to the said buildings, and the occupation and tenancy thereof, such other and further rules, not, however, to be inconsistent with the quiet and rightful enjoyment of the premises by the Lessee;

AND THAT he will not during the said term permit the said premises to be used for any other purpose than as a private dwelling apartment for himself and family, and that in case the said premises are at any time used otherwise or in any way or manner objectionable to the Lessor then the Lessor may forthwith after one week from the date of his notifying the Lessee of his intention so to do, terminate this lease without further or other notice to the Lessee upon tendering to the Lessee the proportion for the unexpired time of any rent paid in advance.

AND THAT neither he nor any of his servants or household will in any way obstruct the halls, staircases, or passages, nor sweep any dust, rubbish, or any other substance therein from the demised premises;

AND THAT no act or thing will be done or permitted upon the said premises which will make void or voidable any insurance of the said building against fire, or may render any increased or extra premium payable for any such insurance.

AND THAT he will not permit any hole to be drilled or made or nail driven in the interior walls or floors or stone or brick work of the said building or any partitions or alterations made in the premises or any additional locks to be placed upon any door of the said building without the written consent of the Lessor;

AND THAT he will keep the said premises good, with glass of the same kind and quality as that which is now or hereafter may be in the premises, unless the same shall be broken by fire, AND HE HEREBY ACKNOWLEDGES that the premises are now in good order and the glass whole;

AND THAT no wood, coal, oil, gas, gasoline, or other fuel or combustible material for heating, lighting, illuminating, or cooking, and no stove, burner, apparatus or appliance for utilizing the same other than as provided or sanctioned by the Lessor in writing, shall be brought into said building or employed or used therein by the Lessee, or any member of his household, or servant in his employ;

AND THAT he will in case of fire give immediate notice to the Lessor;

AND THAT he will permit the Lessor, his agents, and janitors, contractors, and employees at all reasonable or necessary times to enter and view and care for the said premises and make repairs therein;

AND THAT he will, three months prior to the expiration of the term hereby granted, allow applicants to be admitted at reasonable hours of the day to view the premises, and allow the Lessor or his agents to put up a notice "To let" upon the said premises, which shall remain thereon without hindrance or molestation; in the event of the Lessee desiring to renew the present lease he will make application for such renewal at least one month before the expiry of the term hereby granted;

AND THAT he will indemnify the Lessor and his assigns and any other tenant of the said building against loss, costs or damage by reason of any neglect, carelessness or injury, caused by him or any of his family or household or any guest or other person on the demised premises;

AND THAT he will comply with all the by-laws of the City of _____ and the provisions of the Public Health Act and the Rules and Regulations of the Board of Health applicable to said premises and will keep the demised premises in a proper state of cleanliness;

PROVIDED ALWAYS AND IT IS HEREBY AGREED between the parties hereto that if and whenever the rent reserved shall not be paid on the day appointed for payment thereof, although no formal demand shall have been made therefor, or in case of breach or non-performance of any of the covenants or agreements herein contained on the part of the Lessee, or in case the said premises shall be vacated or remain unoccupied, or in case the term hereby granted shall be taken in execution or in attachment, then and in every such case it shall be lawful for the Lessor at any time thereafter to enter into and upon the demised premises or any part thereof in the name of the whole and the same to have again, repossess and enjoy as of his or their former estate therein.

The said Lessor COVENANTS with the said Lessee for quiet enjoyment. The said Lessor COVENANTS to supply the said premises with necessary heat and hot and cold water at all reasonable times, by means of the pipes, radiators and appliances now placed therein, and also with such janitor services as may be necessary for the proper care and use of the building, but not so as to include any care of the premises herein demised; and to pay all taxes and rates which may be assessed against the demised premises;

IT IS UNDERSTOOD AND AGREED that all chattels at any time upon the demised premises shall be liable to distress for rents in arrears, and that all statutory provisions now or hereafter in force relating to exemptions from distress are hereby waived;

THAT in the event of the building being destroyed by fire or other casualty, so as in the opinion of the Lessor to require re-building, either party shall have the right to terminate this lease;

THAT any notice required to be given to the Lessee shall be sufficiently given if left upon the demised premises.

THAT the word "Lessor" herein shall, where the context permits, mean the Lessor, his heirs, executors, administrators or assigns; and the word "Lessee" herein shall, where the context permits, mean the Lessee, his executors or assigns;

IN WITNESS WHEREOF the parties hereto have executed these presents.

Signed, sealed and delivered)
in the presence of.)

[L.S.]

[L.S.]

RULES AND REGULATIONS.

1. The entries, passages, elevators, halls, corridors and stairways, shall not be obstructed by the Lessee, or be used by him or anyone subject to him for any purpose except access to and egress from his apartments; and the sidewalks shall not be obstructed in any way or used for any purpose excepting as walks or footpaths only.

2. Household furniture and effects shall not be taken into or removed except at such times and in such manner as may be previously consented to and approved by the Lessor and shall not include any iron safe except when the Lessor shall have prescribed the weight and position thereof and all damage to the said building caused by taking in or removing any furniture and effects shall be made good by the Lessee. No auction sale shall be held in the demised premises without the consent in writing of the Lessor.

3. Lessees shall not encumber the fire-escapes, dumbwaiters, window sills, door caps, balconies, railing or any other part of the building or premises with packages, flower pots, boxes or any other article.

4. No sign, advertisement, notice or illumination of any kind shall be inscribed or affixed by any Lessee upon part of the outside or inside of the building, except with the written consent of the Lessor.
5. The sky-lights, windows and doors admitting light and affording ingress or egress shall not be covered or obstructed by any Lessee.
6. No goods, garbage, paper, sweepings or other refuse shall be thrown out of the windows or doors, or down upon the courts, balconies, corridors, halls, landings, areas, passages or skylights.
7. The water closets and other water apparatus shall not be used for any purpose other than those for which they are constructed and no sweepings, garbage, rubbish, rags, ashes, or other substances, shall be thrown therein. Any damage resulting to them from misuse or from unusual or unreasonable use shall be borne by the tenant who or whose family, guests, visitors, servants, clerks or agents shall cause it.
8. Bicycles must be stored in the room provided for that purpose, where they shall be entirely at the risk of the owners.
9. No bicycle shall be admitted or carried into the building through the main public entrance, or upon the walks in the court, or into the elevators.
10. No shades, screens, blinds or awnings shall be used, except such as shall be provided by the lessor or approved by him.
11. Garbage shall be taken down and out between 7.30 and 8.30 a.m., and at no other hour or time, and all garbage must be placed in proper and sanitary receptacles approved by the Lessor for removal daily, and strict cleanliness must be observed.

12. Persons with bundles or baskets, servants and trades men are to use the rear alley entrance only, which will be closed at ten o'clock each night.

13. The Lessor shall not be responsible for any loss upon the demised premises, however occurring, or for any damage done to the furniture, goods, or other effects of any Lessee by the janitor or caretaker, or by any employee, or by any other person whomsoever.

14. Any injury or damage to the building or its appointments, furnishings, machinery and appliances or to any other lessee, or to premises occupied by him, by reason of windows being left open, so as to admit rain or snow, or by interference with or neglect of the steam radiators, valves or pipes, or by reason of any other misconduct or neglect upon the part of the Lessee or any person or servants subject to him shall be made good by the Lessee in whose premises windows were left open, or radiators, valves or pipes were neglected or interfered with.

15. The electric light in the public or common parts of the building shall be shut off at eleven o'clock each night.

16. No telephone, electric light or other wires shall be introduced into the premises except with the written consent and under the direction of the Lessor or his representative.

17. No domestic pet animals, bird or birds, shall be brought into the building or kept therein or in any part thereof, except with the written consent of the Lessor.

18. No noise, or sound caused by any musical instruments or other device which in the opinion of the Lessor may be calculated to disturb the comfort of other Lessees, shall be permitted by the Lessee in the demised premises; nor shall any noise or sound whatever be repeated or persisted in after request to discontinue the same shall be made by the Lessor or person in his employ in charge of the building for the

time being. Pianos, pianolas, organs, violins and other musical instruments shall not be allowed by the Lessee to be used in the demised premises after eleven o'clock p.m.

19. In the event of a contagious disease developing with a member of the family of the Lessee, or a servant in his employ or guest or inmate of the premises, the Lessee agrees to procure the removal of the patient from the building immediately upon the request of the Lessor and to submit himself and premises hereby demised to such other regulations as the Lessor and the City Health Department may require.

20. The air vents attached to steam radiators shall not be opened or tampered with by the Lessee, members of his family or servants. In the event of any such steam radiator or air vent being found out of order from any cause the Engineer shall be at once notified. Radiator valves must be turned OFF TIGHT OR ON FULL. Any damage to the plaster or ceilings in the apartment beneath that demised in this lease, caused by neglect of these precautions shall be made good by the Lessee upon demand. Discoloration of the ceiling immediately beneath a radiator in the demised premises shall be prima facie evidence of such neglect.

21. Rents are payable in advance and will fall due and must be paid on the first day of each and every month and failure to strictly observe this rule will be deemed sufficient cause for notice to vacate.

22. The Lessor shall have the right to make such other and further reasonable rules and regulations as in his judgment may from time to time be needful for the safety, care and cleanliness of the premises and for preservation of good order therein, and the same shall be kept and observed by the tenants, their families, visitors, guests, clerks, servants and agents.

23. Any request or complaint concerning the building or its services should be made directly to the Lessor's represen-

tative W.G., of _____, telephone _____, who will
be at the apartments on _____ afternoons from four
to six o'clock to attend to such matters as have previously
been brought to his notice.

24. The Lessee agrees to the foregoing rules and regulations, which are hereby made a part of this lease, and each of them, and agrees, that for such persistent infraction of them or any of them, as may in the opinion of the Lessor be calculated to annoy or disturb the quiet enjoyment of any other Lessee, or for gross misconduct upon the part of the Lessee, or anyone under him, the Lessor may declare a forfeiture and cancellation of the accompanying lease and may demand possession of the demised premises and that no assent to changes in or waiver of any part of this lease shall be deemed to be made unless the same is done in writing signed by the Lessor.

FORM 709.

Statutory Lease (Ord. 10).

This Indenture, made the _____ day of _____
in the year of our Lord, one thousand nine hundred and _____
in pursuance of the Short Forms of Leases Act.

Between _____ hereinafter called the "Lessor" of
the first part, and _____ hereinafter called the "Lessee,"
of the second part:

Witnesseth that in consideration of the rents, covenants
and agreements hereinafter reserved and contained on the
part of the said Lessee _____ executors, administrators and as-
signs, to be paid, observed and performed the said Lessor
has _____ demised and leased, and by these presents do _____ demise
and lease unto the said lessee _____ executors, administrators
and assigns all

To have and to hold the said demised premises for and
during the term of _____ to be computed from the

day of in the year of our Lord one thousand nine
hundred and and from thenceforth next ensuing
and fully to be complete and ended.

Yielding and Paying therefor, yearly and every year during the said term thereby granted unto the said Lessor heirs, executors, administrators or assigns, the sum of to be payable on the following days and times, that is to say: In equal portions, on the in each and every year during the said term, without any deduction, defalcation or abatement whatsoever; the first of such payments to become due and to be made on the day of

And the Lessee covenant with the said Lessor to pay rent; and to pay taxes; and to repair; and to keep up fences; and not to cut down timber; and that the said Lessor may enter and view state of repair; and that the said Lessee will repair according to notice; and will not assign or sub-let without leave; and will not carry on, on said premises any business or occupation which may be offensive or annoying to the said Lessor or assigns; and that will leave the premises in good repair.

And also that if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the said Lessee or assigns, or if the said Lessee or assigns shall make any assignment for the benefit of creditors, or, becoming bankrupt or insolvent, shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, the then current rent shall immediately become due and payable, and the said term shall immediately become forfeited and end.

Proviso for re-entry by the said Lessor on non-payment of rent, or on non-performance of covenants.

The said Lessor covenant with the said Lessee for quiet enjoyment.

In witness, etc.

Signed, sealed, etc.

FORM 710.

Renewable Lease.

This Indenture made the day of
A.D. 19 in pursuance of the Short Forms of Leases Act.
Between of the first part; and of
the second part:

Witnesseth, that in consideration of the rents, covenants,
and agreements hereinafter reserved and contained, on the
part of the said party of the second part; executors,
administrators and assigns the said party of the first part,
hath demised and leased, and by these presents doth demise
and lease unto the said party of the second part, execu-
tors, administrators and assigns, all that certain piece, parcel,
or tract of land and premises, situate, lying and being in
together with the appurtenances:

To have and to hold the said parcel or tract of land
and premises hereby demised, with the appurtenances, unto
the said party of the second part executors, adminis-
trators and assigns, from the day of
in the year of our Lord one thousand nine hundred and
for, and during, and until the day of
which will be in the year of our Lord one thousand nine
hundred and renewable as hereinafter mentioned,
yielding and paying therefor yearly, and every year during
the said term of years, unto the said party of the
first part. heirs, executors, administrators, and assigns,
the clear yearly rent or sum of of lawful money
of Canada, in four equal quarterly payments of
in each year, to be made on the days of
in each and every year during the said term, without any
deduction, defalcation, or abatement therefrom, for or in
respect of any taxes, charges, rents, assessments or imposi-
tions whatever, either now or hereafter to be taxed, charged,
rated or assessed on the said demised premises or any part

thereof, or for or on account of the same, the first payment to become due on the day of one thousand nine hundred and . And the said party of the second part, covenants with the said party of the first part, to pay rent and to pay taxes, and not to assign or sublet, without leave in writing, executed in presence of two subscribing witnesses: Proviso for re-entry by the said party of the first part, heirs, executors, administrators or assigns, on non-payment of rent, or non-performance of covenants. And the said party of the first part covenants with the said party of the second part for quiet enjoyment; And also that immediately after the expiration of the said term of years, he, the said party of the first part, his heirs and assigns, shall and will grant another lease of the said hereby demised premises, with the appurtenances, containing the like covenants, conditions, provisoes and agreements as are in this lease contained and expressed, and at and under a certain yearly rent, payable in quarterly payments, the amount whereof to be ascertained in manner following; that is to say: To be fixed on, and determined upon, and declared by two appraisers, to be named and appointed, one of them by the said party of the first part, his heirs and assigns, the other by the said party of the said part, executors, administrators and assigns with power to them the said appraisers, to name and call in a third if they cannot agree; and in such valuation and appraisement the amount of such rent shall be calculated altogether as ground rent of a block or parcel of land situated as the said premises are situated, and the value of any buildings tenements, houses or erections thereon, is not to be considered in any wise in making such appraisement: such appraisement to be made within fourteen days after the end of the term hereby granted: such rent to be payable in quarterly payments as aforesaid, and to commence from and immediately after the termination of the first term; or, if the said party of the first part, his heirs and assigns, decline making such renewal for a

second term—which it shall be optional for him or them to do or make (but of which intention to decline, the said party of the first part, heirs or assigns, shall give to the said party of the second executors, administrators or assigns, or leave at his or their last known place of abode, a notice, in writing, at least three calendar months before the expiration of the said term of years hereby granted, or any future term to be granted as hereby provided)—then it is hereby expressly covenanted, declared and agreed upon, by and between the parties hereto and their respective representatives that all the buildings, houses and erections, placed, erected and being on said premises at the expiration of the first term of years, by the said party of the second part, executors, administrators or assigns, shall be duly valued and appraised, by appraisers named and appointed on behalf of each party, as above particularly mentioned, with power to them to name, refer to and call in a third person, should they not agree as above mentioned—such appraisement to be made within fourteen days from and after the determination of the said first term hereby demised—who shall fix on the value under the conditions aforesaid: And the said party of the first part, hereby for himself, his heirs and assigns, covenants, promises and agrees, to and with the said party of the second part, executors, administrators and assigns, that he or they, or some one of them, will pay to the said party of the second part, executors, administrators and assigns, the full sum of money so to be fixed by the said appraisers, or their referee, as the value of, or compensation for said houses, buildings and erections, on the said hereby demised premises then standing and being within one calendar month after such value is ascertained and declared as aforesaid, a renewal for a second term having been declined to be made by him or them as aforesaid; And also that if any such renewal of a second term be granted as aforesaid, under the terms and conditions herein provided for granting the same, by the said party of the first part, his

heirs or assigns, to the said party of the second part, executors, administrators and assigns, that at the end of such renewed term, so to be granted as aforesaid, the said party of the first part, his heirs and assigns, shall and will grant a further renewed lease to the said party of the second part, executors, administrators and assigns, of a further

term of _____ years, precisely on the same terms and conditions as hereinbefore provided for the first renewal thereof the amount of rent payable quarterly to be ascertained by appraisers, in the manner and form above provided and set forth, or shall and will pay for all buildings and erections then being on said premises (should such renewal be refused or declined, and of which notice shall have been given as aforesaid), at a rate to be ascertained by appraisement as aforesaid, and within the time, and according to the terms, conditions and agreements above mentioned and expressed; and so on at the end of every renewed term: it being the true intent and meaning of these presents, and it is hereby expressly covenanted and agreed upon by and between the said parties hereto, their heirs, executors, administrators and assigns, that at the end of the hereby granted term of _____ years, and also at the end of every renewed term of _____ years, so to be granted as aforesaid, the said party of the first part, _____ heirs and assigns, shall grant a renewed term or lease of _____ years of the said hereby demised premises, and so on for ever, ascertaining the amount of rent to be paid during such renewed term by appraisement, as hereinbefore provided, and always estimating the amount of said rent as ground rent, and exclusive and independent of all buildings and improvements thereon erected, put, placed and being, until the said party of the first part, his heirs or assigns, elect to determine these presents, and all further renewal or renewals of the hereby demised premises, and of which notice shall be given as aforesaid, by paying within the term above limited at the expiration of each term, for all such buildings, erections and improvements as may be put,

placed, erected and then being thereon, by the said party of the second part, executors, administrators or assigns, at the appraised value, to be ascertained and estimated by referees in manner hereinbefore provided. And it is hereby further covenanted and agreed upon, by and between the said parties of the first and second parts, for themselves and their respective legal representatives, that all dower and all charges and costs arising from the demand of the same, either at law or in equity, that may hereafter be made, and that may be chargeable on the said premises, and legally and lawfully demanded therefor, shall be deducted from the rent reserved or to be hereafter reserved, as aforesaid, for the said premises, such dower being limited to the ground (and not to apply to the improvements thereon), and the rents, issues and profits thereof, it being hereby clearly admitted and understood that the buildings and improvements to be made and erected on said premises, will be made and erected by the said party of the second part, executors, administrators and assigns, and that the said party of the second part,

executors, administrators and assigns, shall be answerable only for the balance of such rent after deducting such dower and the charges accruing from demanding or enforcing the same, anything herein contained to the contrary thereof in anywise notwithstanding. And also that if the said party of the first part, his heirs, executors, administrators or assigns, do and shall, at any time hereafter, neglect, decline or refuse to pay to the said party of the second part,

executors, administrators or assigns, the full sum of money so be fixed and determined by the said appraisers, or their referee, as to the value or compensation for the said houses, buildings and erections on the said hereby demised premises then standing and being (upon being lawfully demanded), for the space of one calendar month after such value is ascertained, declared and demanded as aforesaid (a renewal for a second, or for any subsequent term, having been declined to be made by him or them, and notice given

as aforesaid), or if he or they refuse or neglect to name and appoint an appraiser, for the purpose of ascertaining and determining such value, within the period above fixed and prescribed, then, in either such case, the said party of the second part, executors, administrators and assigns, shall hold and enjoy the said premises for the further term of years, reckoned from the expiration of the preceding term, subject to the same terms, conditions, rents and agreements contained and provided for the term then last expired and ended; nevertheless, subject after the termination of the term so created, to all the conditions, provisos and agreements contained in and by these presents for the renewal of any term, or for the purchase of the buildings and improvements as aforesaid: It being clearly and fully understood and agreed upon, by and between the said parties to these presents, and their legal representatives, that the neglect or refusal to appoint an appraiser, on the part of the lessor, to estimate the value of the improvements as aforesaid, or the neglect or refusal of payment, after notice as aforesaid, for the value thereof, for the space of time above provided and mentioned (after due demand as aforesaid), shall, at all times hereafter, entitle and authorise the said lessee and representatives to hold, own and enjoy the said premises for another term of years, upon the terms and for the rents provided for in the preceding and then expired or expiring term, so often as payment of the purchase money for the buildings and improvements as aforesaid, shall be neglected or refused to be made, or the appointment of an appraiser, for the purpose of ascertaining such value, shall be neglected or refused to be made by the said lessor, or his legal representatives: and that, at the expiration of the term hereby created and provided for under the contingencies aforesaid, the original and first provisions and conditions contained in these presents shall then again operate and be in full force and effect. And the said party of the first part further covenants, that he, his heirs and assigns, will at any

time within five years from the date hereof, upon payment by the said lessee, his executors, administrators or assigns, unto him or them, of the sum of _____ of lawful money of Canada, execute a deed, in fee simple, of the premises hereby demised, unto the said party of the second part, his heirs and assigns, or as he or they may direct or appoint.

In witness, etc.

Signed, sealed, etc.

FORM 711.

Lease of Oil Lands.

This Indenture, made the _____ day of _____ A.D., 19____, in pursuance of the Short Forms of Leases Act. Between _____

Witnesseth, that in consideration of the moneys, rents, royalties, covenants, conditions and agreements hereinafter reserved and contained on the part of the said party of the second part, his executors, administrators and assigns, to be paid, observed and performed, they the said parties of the first part have demised and leased, and by these presents do demise and lease unto the said party of the second part, _____

executors, administrators and assigns, the lands following, namely: all and singular that certain parcel or tract of land and premises situate, lying and being in the township of _____ in the county of _____ and province of _____ of _____ being composed of _____ reserving thereout unto the said lessors, their executors, administrators or assigns, a right of way in, over, out of, upon and across the said demised premises, with their servants, cattle, horses, wagons, carts, and vehicles:

To have and to hold the said demised premises for and during the term of _____ years, to be computed from the day of the date of this indenture and henceforth next ensuing

and fully to be complete and ended for the following uses and purposes, that is to say: that the said lessees their heirs, assigns, employees or lessees are to have at all times during the said term hereby granted the exclusive right to enter upon and occupy the said premises, and to take thereon all necessary teams, tools, implements and machinery, and to work and use the same for the purpose of putting down a shaft or shafts, tubing or piping, or drilling, boring or digging a well or wells for petroleum, oil, salt or any other mineral or vegetable substance or deposit, which may be found or discovered to be upon, in, or under the said premises hereby demised; with the right to erect a derrick or derricks, building or buildings, which he or they may find necessary for drilling, boring, pumping or mining as aforesaid, and for storing the products, and for all other purposes connected therewith; and are to have and to hold any such petroleum, oil, salt or other substance so found and obtained to himself, his heirs, executors, administrators and assigns (except as hereinafter mentioned), with liberty at all times to remove the same; yielding and pay therefor unto the said lessors, their heirs, executors, administrators or assigns, the sum of yearly and every year during the continuance of the said term; and also the part or share of all the petroleum, oil, salt or other substance which may be obtained from the said demised premises from time to time during the continuance of this lease: such part or share to be delivered by the said lessee, his executors, administrators or assigns, unto the said lessors, their agents or assigns, at the well or wells, in barrels or casks to be provided by the said lessors at lease before, at the end of every and part of all the petroleum, oil, salt or other substance, as had been obtained during the preceding and the said lessee covenants with the said lessors, that he the said lessee, his heirs, assigns, employees or lessees, will commence operations for obtaining such oil or other substance on the premises hereby demised within days from the

date hereof, and will commence to put down at least one well on the said premises within the said days, and erect an engine house or houses, derrick or derricks and all things necessary for the same, and will continue and prosecute the said well or wells, with all earnest zeal, diligence and vigor and to completion, and until the said well or wells shall have been well and properly tested; and that the said lessors, their agents or assigns, may have access at any and all times to the books and records of the said well or wells. And the said lessors covenant with the said lessee, for quiet enjoyment: and that the said lessee, his executors, administrators and assigns, may have the right at all times during the term hereby created, of ingress and egress in, upon, from and out of the said premises hereby demised, with his or their servants, cattle, waggons, horses, carts and vehicles, the said lessee covenants with the said lessors to pay rent and to pay taxes upon the said demised premises.

Proviso for re-entry by the said lessors on non-payment of rents and royalties or non-performance of covenants or any of them.

In witness, etc.

Signed, sealed, etc.

FORM 712.

Lease of Part of a House.

Memorandum of an agreement made and entered into the day of 19 , by and between A.B. of, and C.D., of, etc., whereby the said A.B. agrees to let, and the said C.D. agrees to take the rooms or apartments following, that is to say: , being part of a house and premises in which the said A.B. now resides, situate and being No. in street, in the city of

To have and to hold the said rooms and apartments for and during the term of half-a-year, to commence from the day of instant, at and for the year rent of lawful money of Canada, payable monthly by ev

and equal portions, the first payment to be made on the day of _____ next ensuing the date hereof; and it is further agreed, that, at the expiration of the said term of half-a-year, the said C.D. may hold, occupy and enjoy the said rooms or apartments from month to month for so long a time as the said C.D. and A.B. shall agree at the rent above specified; and that each party be at liberty to quit possession on giving the other a month's notice in writing.

And it is also further agreed, that when the said C.D. shall quit the premises, he shall leave them in as good condition and repair as they shall be in on his taking possession thereof, reasonable wear excepted.

In witness, etc.

Signed, sealed, etc.

FORM 713.

Arbitration Clause.

Provided always, and it is hereby agreed and declared, that if and whenever any dispute or question shall arise between the lessor and lessee and their respective heirs, executors, administrators or assigns touching these presents, or anything herein contained, or the construction hereof, or the rights, duties or liabilities in relation to the premises the matter in difference shall be submitted to and referred to two arbitrators or their umpire.

FORM 714.

Covenant not to Distrain.

And the landlord hereby, for himself, his heirs, executors, administrators and assigns, covenants with the tenant, his executors, administrators and assigns, that, except in the case of the bankruptcy or insolvency of the tenant or his assigns, he, the said landlord will not distrain for rent in arrear, if any, but will recover the said rent so in arrear by ordinary action at law only.

FORM 715.*Covenant for Renewal.*

And the lessor doth hereby for himself, and his assigns, covenant with the lessee, that if the lessee, his executors, administrators or assigns, shall be desirous of taking a renewal lease of the said premises for the further term of years from the expiration of the said term hereby granted, and of such desire shall, prior to the expiration of the said last mentioned term, give to the Lessor, his heirs and assigns, or leave at the last known place of business or abode in Canada six calendar months' previous notice in writing and shall pay the said rent hereby reserved, and observe and perform the several covenants and agreements herein contained; and on the part of the lessee, his executors, administrators or assigns, to be observed and performed up to the expiration of the said term hereby granted, he, the lessor, his heirs and assigns, will, upon the request and at the expense of the lessee, his executors, administrators and assigns (and upon payment by him or them of the sum of \$ as a premium on such renewal), and upon his or their executing and delivering to the lessor, his heirs or assigns, a duplicate thereof, forthwith execute and deliver to the said lessee, his executors, administrators or assigns, a renewed lease of the said premises for the further term of years at the same yearly rent, and under and subject to the same covenants, provisoes and agreements as are herein contained other than this present coven

FORM 716.

Proviso that Tenant may Remove Buildings, Fixtures, etc.

Provided always, and it is hereby agreed and declared, that if the tenant shall affix to or erect on the premises any

fixture or building which shall not be so affixed or erected instead of some fixture or building affixed to or being on the premises at the date of the commencement of the lease hereby granted, then such fixture or building shall belong to and be removable by the tenant at any time during the term hereby granted, or within twenty-one days after the determination thereof: Provided always, that the tenant shall make good all damage to the said premises hereby demised, or any part thereof, by such removal, and shall give one month's previous notice in writing to the landlord of his intention to remove such fixture; and at any time before the expiration of the notice of removal the landlord, by notice in writing to the tenant, may elect to purchase such fixture at a fair value; and thereupon the same shall be left by the tenant and become the property of the landlord.

FORM 717.*Exception and Reservation of all Mines.*

Except and always reserved unto the said A.B., his heirs and assigns, all mines, veins, seams and beds of stone, coal and cannel, and all other mines, minerals, delphs and quarries whatsoever, which now are or hereafter during the said term hereby granted or created shall be found or be within or under the said hereby demised land and premises, or any part thereof; together with full and free liberty, power and authority, to and for the said A.B., his heirs and assigns, and his and their servants and workmen and others, by his and their authority, with or without horses, carts and other carriages, and all necessary implements and materials, at all times during the said term to enter into and upon the land and premises hereby demised, or any part thereof, other than any such part or parts of the surface thereof in or upon which there shall be any building, reservoir, drain, water-courses or stream, in use for carrying on the business which may be carried on by the said C.D., his executors, adminis-

trators or assigns, in and upon the said premises as adjacent thereto: And to sink any pit or shaft therein, and to make any way or ways therein or thereon for the purpose of carrying and conveying coals, stone or minerals, and to bore, search for, dig, get, carry away and dispose of such coal, cannel, stone, slate and minerals respectively, without paying any compensation for any unavoidable or ordinary damage to be done or occasioned thereby, he and they making compensation to the said C.D., his executors, administrators or assigns, for all damages to be done or occasioned in or by the making any pit or shaft in or under the said premises, or by making any rail or, other ways as aforesaid thereon, or by digging, getting and carrying away such coal and cannel, stone, slate, and other minerals, in or after the rate and proportion following (that is to say) at the rate of for every superficial square yard of land for a year, and so in proportion for any greater or less quantity than a yard, or a longer or shorter space than a year: And also, excepting and reserving unto the said A.B., his heirs and assigns, full and free liberty at all reasonable times during the said term hereby created, with or without surveyors and workmen, to enter into and upon all or any part of the said hereby demised premises, in order to view and inspect the state and condition thereof.

FORM 718.

Proviso for Resumption by Lessor of All or any Part of the Land Demised on Giving Three Months' Notice and Making Compensation for Improvements.

Provided nevertheless, and it is hereby lastly declared and agreed by and between the said parties hereto, that in case the said A.B., his heirs and assigns, shall at any time, or from time to time during the continuance of the said term hereby granted, be minded and desirous of having any part (or parts of the whole) of the said lands hereby demised delivered up to him or them, and of such his or their mind

and desire, shall give three calendar months' notice in writing to be said C.D., his executors, administrators or assigns, or leave the same at his or their last or usual place of abode, or upon the said demised premises, such notice to expire at any time of the year, then at the expiration of such notice so given or left as aforesaid, he, the said C. D., for himself, his executors, administrators and assigns, both hereby covenant peaceably and quietly to yield and surrender up, and that the said A.B. his heirs and assigns, shall and may take peaceable and quiet possession of such part or parts of the said land as shall be mentioned and included in such notice as aforesaid, he, the said A.B., his heirs and assigns, paying to the said C.D., his executors, administrators or assigns, a reasonable and fair compensation in respect of the moneys which may have been laid out by the said C.D., his executors, administrators or assigns, in improving the condition of so much of the said land as shall be so given up to the said A.B., his heirs or assigns, as hereinbefore mentioned, and then and from thenceforth the rent reserved by this indenture shall be reduced at the rate of for each and every acre, and so in proportion for a less quantity than an acre, that may be given up to the said A.B., his heirs and assigns, as aforesaid, and the remainder of the said land shall be held by the said C.D., his executors, administrators or assigns, at such reduced rent, and the said A.B., his heirs and assigns, shall have the same powers and remedies in all respects as if the lease had originally been granted at such reduced rent, and all and every the covenants, clauses, provisions, stipulations and agreements herein contained shall be as valid and effectual of and for so much of the land hereby demised as shall not be included in any such notice, and this indenture shall be read and construed in all respects in reference thereto as if such reduced rent had been original rent reserved therein, and the land originally demised had been the land not included in any such notice as aforesaid, and the covenants, clauses, provisoes, stipulations and agreements herein contained had only related to such last mentioned land.

FORM 719.*Renewal of Lease (Indorsed).*

This Indenture made the day of
19 , between the within named A.B. (hereinafter called
the lessor), of the one part, and the within named C. D.
(hereinafter called the lessee) of the other part: Whereas
the residue of the within mentioned term of years is now
vested in the lessee, subject to the payment of rent reserved
by and to the performance of the lessee's covenants contained
in the within written indenture; and whereas the reversion
in fee expectant, on the determination of the said term is
now vested in the lessor; and whereas the lessor has agreed
with the lessee to demise to him the within mentioned mes-
suage and hereditaments for the further term of
years to commence on day of , at the rent
and subject to the covenants and provisions hereinafter re-
served and contained or referred to. Now this indenture wit-
nesseth that, in consideration of the rent hereinafter reserved,
and the covenants by the said hereinafter con-
tained or referred to, the lessor doth hereby demise unto the
lessee, his executors, administrators, and assigns all the mes-
suage or dwellinghouse and premises comprised in and de-
mised by the within written indenture (except and reserv-
ing as is within excepted and reserved). To hold the said
messuage and premises hereinbefore expressed to be hereby
demised for the term of years, from the said
day of 19 , subject nevertheless to the yearly
rent of \$ payable at the like times and in the like
manner as the rent reserved by the within written indenture,
and subject to the performance and observance of the coven-
ants and conditions on the part of the lessee, and the like
proviso for re-entry in case of non-payment of rent or breach
of covenant or the happening of any of the other events in
the within written indenture in that behalf mentioned, and

with the benefit of the like covenant and agreements on the part of the lessor, and subject to and with the like provisions and conditions in all respects as are in the within written indenture contained, in like manner as if all such covenants, agreements, conditions and provisions had been herein repeated, with such modifications only as the difference in the names of the parties, and in the amount of the rent, and in the term of the lease and other circumstances may require; and the lessor doth hereby for himself covenant with the lessee, his executors, administrators and assigns; and the lessee doth hereby, for himself and his assigns, covenant with the lessor, his heirs and assigns, that they, the said respecting covenanting parties, and their executors, administrators and assigns, respectively, shall and will, during the said term of _____ years, perform and observe all such covenants, agreements and provisions as aforesaid, which on his or their respective parts are, or ought to be, performed and observed: Provided always, and it is hereby agreed, that if the term of _____ years granted by the within written indenture shall be determined by virtue of the condition or provision for re-entry therein contained, then these present shall become absolutely void.

In witness, etc.

FORM 720.

Lease by a Mortgagee and Mortgagor.

This Indenture, made the _____ day of _____ 19____, between C. D. (mortgagee) of, etc., of the first, A. B., (mortgagor), of, etc., of the second part, and E. F. (lessee), of, etc., of the third part. Whereas by indenture dated the _____ day of _____ 19____, and made between the said A. B. of the one part, and the said C. D. of the other part; for the consideration therein mentioned, the said A. B. did grant and mortgage the lands, tenaments and hereditaments hereinafter described, and intended to be demised unto

the said C. D., his heirs, executors, administrators and assigns, subject to a proviso for redemption thereof, on a certain day therein mentioned; and whereas the said C. D., and A. B. have agreed with the said E. F. to demise to him the said hereditaments upon the terms and in manner hereinafter appearing: Now this Indenture witnesseth that in pursuance of the said agreement, and in consideration of the rent and lessee's covenants hereinafter reserved and contained, the said C. D. (at the request and by the direction of the said A. B., testified by his executing these presents), doth demise and lease; and the said A. B., doth demise, ratify and confirm unto the said E. F., his executors, administrators and assigns, all (*describe parcels*): Together with all and singular the rights, members, easements and appurtenances of the said premises respectively (*except and always reserved unto the said C. D., his heirs and assigns, all, here state any exceptions*): To have and to hold the said (*messuage and land, and all and singular other the*) premises hereinbefore expressed to be demised unto the said E. F., his executors, administrators and assigns, from the day of (last, or next, or 19), for the term of years from thence next ensuing: Yielding and paying therefor yearly, and every year during the said term, the rent or sum of \$ (*here state mode of payment ex. gr. by four equal quarterly payments, on the day of , the day of the day of , and the day of , or by two equal half-yearly payments on the day of and day of*), the first of such payments to be made on the day of next: Provided always, and it is hereby agreed and declared, that until the said C. D., his heirs, executors, administrators or assigns, shall give notice in writing to the said E. F., his executors, administrators or assigns, or leave the same at (*the dwelling-house on the said demised premises*), requiring the said E. F., his executors, administrators or assigns, to pay the said yearly rent of \$ to the said

C. D., his heirs or assigns, such yearly rent shall be paid unto the said A. B., his heirs and assigns: And it is hereby declared that the receipt or receipts in writing of the said A. B., his heirs or assigns, shall, until such notice shall be so given or left as aforesaid, be a valid discharge for so much of the said yearly rent as in such receipt or receipts shall be expressed to have been received: Provided always, and it is hereby agreed and declared, that if, at any time previously to the giving or leaving of such notice as aforesaid, the said yearly rent of \$ or any part thereof, shall be unpaid by the space of days next after either of the days hereinbefore appointed for payment thereof, then and in such case, and so often as the same shall happen (although no formal demand shall have been made thereof), it shall be lawful for the said A. B., his heirs and assigns, into and upon the said demised premises to enter, and then and there to distrain for the said yearly rent, or so much thereof, as shall be then in arrear, and impound and dispose of the distress or distresses so taken, or otherwise to act therein according to due course of law: to the intent, that by the ways and means aforesaid, the said A. B., his heirs or assigns, shall and may be fully paid and satisfied the arrears of the said rent, and also all expenses incurred in respect of such distress or distresses: Provided also, and it is hereby agreed and declared, that notwithstanding these presents, or anything herein contained, the said C. D., his heirs, and assigns, shall not be deemed to be a mortgagee or mortgagees in possession until such notice shall be given or left as aforesaid. (*Here add lessee's covenants with the mortgagee for payment of the rent, rates and taxes, and to repair and leave in repair, etc., also proviso for re-entry by mortgagee on non-payment of rent, or non-performance of covenants; also the usual qualified covenant by mortgagee for quiet enjoyment, etc., and (if so agreed) a proviso for determining the term before the expiration thereof by effluxion of time.*)

In witness, etc.

FORM 721.

Underlease for the Whole of the Term Granted by the Original Lease, Except Ten Days, at an Improved Rent. Under Lessee Covenants to Observe all the Covenants in the Original Lease.

THIS INDENTURE, made the _____ day of _____, between A. B., &c. (*lessor*), of the one part, and C. D., of, &c., (*lessee*), of the other part. Whereas by an indenture of lease, dated, &c. (*date and parties*), all that parcel or tract of land and premises hereinafter described and intended to be hereby demised were demised by the said _____ unto the said A. B. for a term of eighty years computed from the _____ day of _____ at the yearly rent of \$ _____, and subject to the lessee's covenants therein to the said C. D., an underlease of the said premises in the manner hereinafter expressed.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and consideration of the rent hereinafter reserved and covenants of the said C. D. hereinafter contained, the said A. B. hereby demises unto the said C. D. all, &c. (*description*), and all other, if any, the premises comprised in the said lease, to hold unto the said C. D. for all the residue now unexpired of the said term of _____ years granted by the said indenture of lease, except the last ten days of the said term, yielding and paying, &c. (*reservation of rent*). And the said C. D. hereby covenants with the said A. B. that he, the said C. D., his executors, administrators, or assigns, will pay the rent hereby reserved, at the times and in manner afore-said: And also will at all times during the term hereby granted observe and perform all the covenants and conditions contained in the said recited indenture of lease, and on the lessee's part to be observed and performed, except the covenant for payment of the rent thereby reserved, and will keep indemnified the said

A. B., his executors, administrators, and assigns, from and against the said covenants and conditions in all actions and demands in respect thereof. And the parties aforesaid at the expiration or sooner determination of the term hereof, shall deliver up the said premises to the said A. B., his executors, administrators, or assigns, in the same state and condition as the same ought to be in at the end of the term granted by the said indenture of lease under the covenant in that behalf entered into by the said A. B., his executors, administrators, and so that the said A. B., his executors, administrators, or assigns, shall not under such covenant have to pay any moneys to his or their landlord, or to suffer any loss or injury on account of repairs or deductions: *(Proviso for re-entry for non-payment of rent or breach of covenants)*: And the said A. B., hereby covenants, with the said C. D., that he, the said A. B., his executors, administrators, or assigns, will at all times pay the said yearly rent of [£] reserved by the said indenture of lease, and keep the said C. D., his executors, administrators, and assigns, indemnified therefrom, and from all actions, claims, and demands in respect thereof: And also that the said C. D., his executors, administrators, or assigns, paying the rent hereby reserved, and observing and performing the covenants herein contained, and on his or their part to be observed and performed shall and may peaceably and quietly possess and enjoy the premises hereby demised during the term hereby granted without any interruptions by the said A. B., or any person lawfully or equitably claiming from or under him: And the said A. B. hereby acknowledges the right of the said C. D. to production and delivery of copies of the said indenture of lease.

In witness, &c.

FORM 722.*Landlord's Warrant.*

To Mr. _____, my bailiff in this behalf:

Distrain the goods and chattels of _____ liable to
be distrained for rent in and upon the _____ now of
lately in the tenure or occupation of _____, situate on
_____ for the sum of _____ dollars, and
cents, being rent for the term of _____ due to me for
the same on the _____ day of _____ in the year
of our Lord one thousand nine hundred and _____.
And for the said purpose aforesaid distrain w _____
in the manner and with the forms prescribe _____
such goods and chattels of the said _____ w _____
they shall be found, as have been carried off the said p _____
remises, but are nevertheless liable by law to be seized for
rent aforesaid.

And proceed thereupon for the recovery of the said rent
as the law directs.

And for your so doing this shall be your sufficient war-
rant and authority.

Witness my hand and seal this _____ day of _____
in the year of our Lord one thousand nine hundred and ____.

Witness.

FORM 723.*Another Form.*

To A. B. my bailiff

I hereby authorize and require you to distrain the goods
and chattels in and upon the (house) and premises of C. D.,
situate _____ and being (No. _____ Street), in
the _____ in the county of _____.

not S. 102 quarter's rent due to
me for the same (at or as the case
may be, or "on the day of last") and
to proceed thereon for the recovery of the said rent as the
law directs. But you are hereby expressly prohibited from
taking any property not legally liable to a distress for rent.

Dated the day of 19 .

(Signed), A. B., of by P. Q., his agent,

FORM 724.

To be used by the Landlord.

To A. B. my B. 1.

I do hereby authorize and require you to distrain the goods
and chattels (and also the cattle and draught horses) now
upon the farm, lands and premises of C. D., situate and
being at and the and the
my farm, to be used.

FORM 725.

*Request of a Tenant, His Land and so forth, to Withdraw the Distress
for Rent, with Power to Make a New Distress.*

To A. B.:

Sir, I hereby request you, for my accommodation, to
withdraw the distress for rent now taken by you on the goods
and (and) premises, situate at and the
 now in my occupation as your tenant. And in
consideration of and so doing, I do hereby consent and agree
that it shall and may be lawful for you at any
time (at any time or other time) to make a new distress
 and so doing.

next), to make a second distress for the said rent, or for so much thereof as shall for the time being remain unpaid, and for the expenses of and incident to such second distress: And I will also pay you on demand all expenses incurred of and incident to the said first distress to the time of its being withdrawn for my accommodation as aforesaid.

Dated the day of 19 .
Yours, etc.,

Witness, E. F., of

FORM 726.

Consent to the Bailiff Remaining in Possession.

To A. B., (or to , bailiff of A. B.)

Sir.—I hereby request you to remove the goods and chattels which you have distrained and impounded for rent on the premises situate at , in the county of , now in my occupation as (your tenant, or tenant of the said A. B.) but to keep the said goods and chattels in the place where they are now impounded until the day or next, inclusive, for my accommodation, and to give me the opportunity of obtaining money to pay the said arrears of rent with the expenses of the distress: all extra expenses occasioned by keeping possession as aforesaid to form part of the expenses of and incident to the distress.

Dated the day of 19 .
Yours, etc.,

Witness, E. F., of

Inventory of Goods Distrained.

(Here describe in like manner each article distrained in the "front room on first floor," "back room on first floor," "front room on second floor," "back room on second floor," etc., "front attic," "back attic," "front kitchen," "back kitchen," "wash-house," "scullery," "wine cellar," "coal cellar," "yard," "garden," "coach house," "stables," "barns," etc., etc.).

2. In the field called or known as (name):
 -stacks, -stacks of (wheat): about acres (more or
 less) of growing crops of (wheat or barley, oats, potatoes,
 peas, beans, as the case may be).

3. *Describe in like manner each close, and the articles therein intended to be distrained. At the end of the list may (if wished) be added the following words, or to like effect, viz.:*

"And all other goods, chattels and effects on the said premises," or "and any other goods that may be found in and about the said premises to pay the said rent and expenses of this distress." But it would be too indefinite and incorrect to say, "And all other goods, chattels and effects on the said premises that may be required in order to satisfy the above rent, together with all necessary expenses."

Dated this day of 19 .
(Signed), A. B., of .
(or , bailiff for the said A. B.).

MARRIED WOMEN.

711

MARRIED WOMEN.

FORM 728.

Certificate of a Member of the Legal Profession Retained to Advise a Married Woman on her Entering into an Obligation on Behalf of Her Husband.

In the matter of a certain
dated
for

THIS IS TO CERTIFY that I have been retained by (Insert here wife's full name), wife of (Insert here husband's full name), of (Insert here full address), (Insert here husband's occupation), to advise and have advised her with regard to her signing a certain (Promissory note, bill of exchange, document of guaranty, mortgage, agreement, or instrument, or as the case may be), dated the (Here insert the date), and that on the (Here insert date). I fully read over and explained to her the said (Insert name of wife), and the contents of the contents of the said (Here insert name of document), and advised her of the nature and effect thereof, and of the liability and obligation which she incurred therein, not as to her personal liability and as to her liability as affecting her real and personal property already or hereafter acquired by her including the subject of her dower; that she expressed herself to me as understanding and appeared to me as fully understanding the transaction and the nature and extent of the liability upon herself, and her property incurred by entering into the obligation referred to; and she stated to me, and it appeared to me that she entered into the said obligation willingly and not under any stress, coercion, or undue influence or deception on the part of her said husband or anyone on his behalf. I informed and advised her of the

nature and effect of the said transaction and obligation and the liability attached to herself or her present or afterward acquired property having regard to her rights as distinguished from those of her said husband, and I believe that upon entering into the said obligation she was fully advised and informed with regard to all the foregoing matters mentioned and may fairly be said to have acted independently therein.

(Any further required statement may be inserted here).

Dated at _____, this _____ day of _____,

Signed in the presence of)

Witness:)

FORM 729.

Statutory Declaration by a Married Woman on Entering into Obligation for Her Husband.

Province of Ontario,) In the matter of a certain
County of) dated _____
for _____

I, (full name) of the (full address), in the County of (full address), a married woman, DO SOLEMNLY DECLARE:—

1. THAT I am the wife of (husband's name), of (full address), in the said (full address).

2. THAT I have become (drawer, maker, endorser, guarantor, surety, mortgagor, covenantor, or as the case may be), or in a certain (promissory note, bill of exchange, document, of guaranty, mortgage, agreement, or as the case may be), above mentioned, on behalf of my husband the said (husband's name).

3. THAT the said (name of note, bill, or document as before), has been fully read over and explained to me by (name of lawyer who has advised wife), of (lawyer's address), a member of the legal profession retained by me for the purpose of advising me herein.

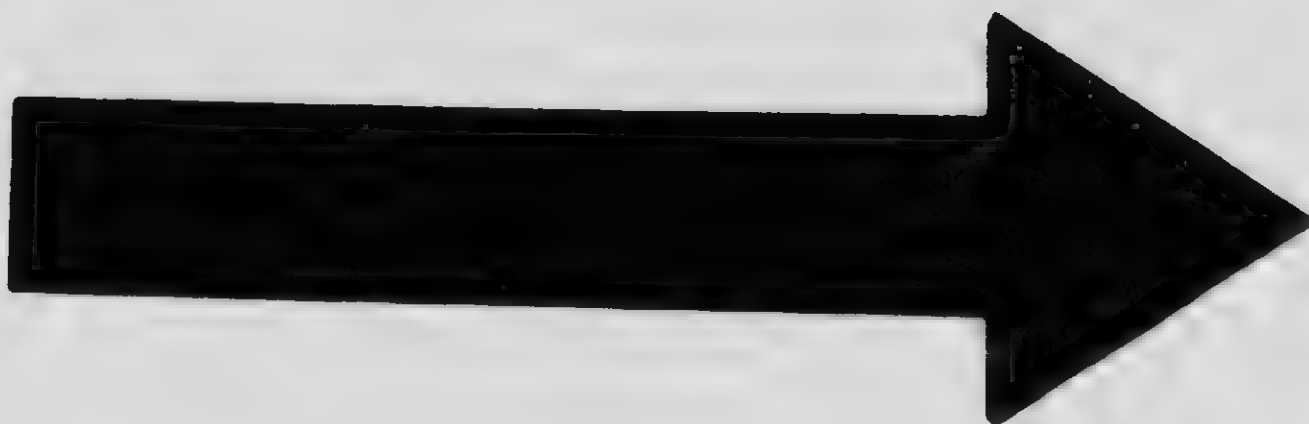
4. THE said (*lawyer's name*) has fully advised and informed me of the nature of the transaction in connection with my signing as aforesaid, and the extent of the liability thereby incurred by me as affecting my personal liability to pay money or other obligation, and as affecting in any way any personal or real property in which I now have or hereafter may have any ownership of interest including any interest by way of dower, and I fully recognize and understand that I am liable for the obligation expressed in the said (*name of bill, note, or document*), and that any property I now have or may hereafter acquire is also liable to be called upon to satisfy my obligation, if the same is not otherwise satisfied by me.

5. THAT I have on my part entered into the said transaction and obligation perfectly willingly and without the exercise on the part of my said husband or anyone else of any pressure or undue influence or misrepresentation or deception or intimidation and fully understanding the nature and effect of my participation in the said transaction.

6. (*Any further required statement may be inserted here*).

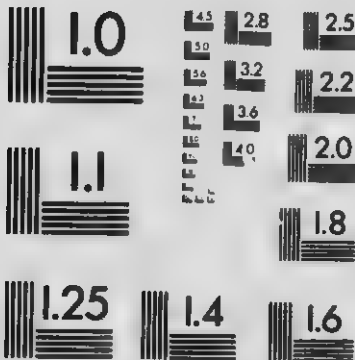
AND I make this solemn Declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

DECLARED before me at the
 of , in the
 County of , this
 day of , in the
 year of our Lord, 19



MICROCOPY RESOLUTION TEST CHART

(ANSI and ISO TEST CHART No. 2)



APPLIED IMAGE Inc

1653 East Main Street
Rochester New York 14609 USA
(716) 482 - 0300 - Phone
(716) 288 - 5989 - Fax

MECHANICS' LIEN.

10 Edw VII., Chapter 69.
(Ontario).

FORM 730.*Claim of Lien.*

A. B. (name of claimant) of (here state residence of claimant), (if so, as assignee of stating name and residence of assignor), under the Mechanics' and Wage Earners' Lien Act, claims a lien upon the estate of (here state the name and residence of owner of the land upon which the lien is claimed), in the undermentioned land in respect of the following work (service or materials), that is to say: (Here give a short description of the nature of the work done, or materials furnished, and for which the lien is claimed), which work or service was (or is to be) done (or materials were furnished) for (here state the name and residence of the person upon whose credit the work is done or materials furnished), on or before the day of

The amount claimed as due (or to become due) is the sum of \$

The following is the description of the land to be charged (here set out a concise description of the land to be charged, sufficient for the purpose of registration).

When credit has been given, insert: The said work was done (or materials were furnished) on credit, and the period of credit agreed to expired (or will expire) on the day of

19

Dated at this day of
A.D. 19

(Signature of Claimant).

FORM 731.*Claim of Lien for Wages.*

A. B. (name of claimant), of (here state residence of claimant), (if so, as assignee of, stating name and residence of assignor), under the Mechanics' and Wage-Earners' Lien Act, claims a lien upon the estate of (here state the name and residence of the owner of land upon which the lien is claimed) in the undermentioned land, in respect of days' work performed thereon while in the employment of (here state the name and residence of the person upon whose credit the work was done), on or before the day of

The amount claimed as due is the sum of \$

The following is the description of the land to be charged (here set out a concise description of the land to be charged, sufficient for the purpose of registration).

Dated at , this day of

(Signature of Claimant.)

10 Edward VII c. (3). Form 3 Schedule.]

FORM 731a.*Claim of Lien for Wages by Several Claimants.*

The following persons, under the Mechanics' and Wage-Earners' Lien Act, claim a lien upon the estate of (here state the name and residence of the owner of land upon which the lien is claimed) in the undermentioned land, in respect of wages for labour performed thereon while in the employment of (here state name and residence, or names and residences of employers of the several persons claiming the lien).

A. B., of (residence), \$, for . days' wages.

C. D., of (residence), \$, for . days' wages.

E. F., of (residence), \$, for . days' wages.

The following is a description of the land to be charged:
(Here set out a concise description of the land to be charged,
sufficient for the purpose of registration).

Dated at , this . day of ,

(Signatures of the several claimants).

10 Edward VII, c. 69, Form II Schedule.]

FORM 732.

Affidavit Verifying Claim.

I, A. B., named in the above (or annexed) claim, do make oath that the said claim is true.

Or, we, A. B. and C. D., named in the above (or annexed) claim, do make oath, and each for himself saith, that the said claim, so far as relates to him, is true.

(Where affidavit made by agent or assignee, a clause must be added to the following effect: I have full knowledge of the facts set forth in the above (or annexed claim).)

Sworn before me, at , in the county of , this . day of , A.D. 19 .

Or, the said A. B. and C. D. were severally sworn before me, at , in the county of , this . day of , A.D. 19 .

Or, The said E. D. was sworn before me at , in the county of , this . day of , A.D. 19 .

10 Edward VII, c. 69, Form 4 Schedule.]

MECHANICS' LIENS.

747

FORM 732a.

Notice by Sub-Contractor to the "Owner"

To (the owner):

Take notice that I have been employed by (of the contractor by whom employed) to do work as a on (or to supply materials for) the building being erected (or erected) on (give description of property by lot and plan) and that the said contractor is indebted to me for such work (or materials) in the sum of \$, which remains unpaid, and I claim a charge therefor on all moneys due by you to the said contractor.

Dated at , this day of 19 .

A. B.,
(The sub-contractor).

FORM 733.

Discharge of Lien.

I (name in full of lienholder), of the , of the county of , acknowledge to have received from (name of person making payment), of the , of the county of , in full discharge of my Mechanics' Lien, as a contractor (or as the case may be) upon lot No. , etc. (description of land as in the lien), which lien was registered in the Registry Office for the of in liber No. as

Dated this day of 19

Witness. }
A. B.,
Lienholder.

FORM 736.*Woodmen's Lien for Wages.*

(Statement of Claim of Lien under 10 Edward VII., c. 70.
(Ontario).)

A. B. (name of claimant), of (here state residence of claimant), (if so, as assignee of, state name and address of assignor), under The Woodmen's Lien for Wages Act, claims a lien upon certain logs or timber of (here state the name and residence of the owner of logs or timber upon which the lien is claimed, if known), upon the logs and timber composed of (state the kinds of logs and timber, such as pine saw-logs, cedar or other posts, or railway ties, shingle-bolts, or staves, etc., also where situate at time of filing of statement), in respect of the following work, that is to say: (here give a short description of the work done, for which the lien is claimed), which work was done for (here state the name and residence of the person upon whose credit the work was done), between the day of , at (per month or day, as the case may be).

The amount claimed as due (or to become due) is the sum of (where credit has been given, the said work was done on credit, and the period of credit will expire on the day of).

Dated at , this day of ,
A.D. 19 .

(Signature of Claimant)

FORM 737.*Affidavit to be Attached to Statement of Claim.*

I, make oath and say: that I have read (or have heard read) the foregoing statement of claim, and I say, that the facts therein set forth are, to the best of my

MINING FORMS.

GENERAL.

FORM 740.

Short Agreement to Authorize a Trial of a Mine.

Memorandum that A. B., of _____, on the _____ doth hereby agree to give full, exclusive and irrevocable license and authority to E. F. and G. H. for 12 months, now next ensuing, to prospect, develop and work all that vein or part of a vein situate _____ for the space of _____ yards in length and _____ yards in breadth (*insert description*). Also to prospect, develop, and work within the limits aforesaid any other veins or parts of veins which may be discovered or intersected, except such parts thereof as may be then previously demised or authorized, to be worked upon the following terms, that is to say: That such trial or search shall be commenced within a month from the date hereof, and be thenceforth proceeded with regularly by at least _____ able and sufficient miners daily upon the average of the whole period; that the said E. F. or G. H., or their agents, shall at all times give a correct account of the state of such trial to the said (*agent*) or to the agents of the said _____ when thereto required; that one full _____ part or share of all the ore produced, well washed and fit for smelting, shall be regularly rendered to the said A. B., and that all the ore produced which shall belong to other persons, shall be wholly rendered to such persons in its natural and unwashed state.

FORM 741.*Form of Option to Purchase with Right to Sink Test Shaft.*

This Indenture, made in duplicate this _____ day of _____, in the year of our Lord one thousand nine hundred and _____

Between _____, of the _____, of _____ in the _____ of _____, prospector, and _____ of the _____, of _____, in the _____ of _____, and Province of Ontario, prospector, hereinafter called "the Prospectors," of the one part; and _____ of London, England, hereinafter called "the Company," of the other part.

Whereas the prospectors have represented to the Company that they are entitled to a lease under "The Mining Act," of Mining Location Number _____, containing _____ acres, situated _____ in the District of _____, and Province of Ontario, and are desirous of having the Company develop the said Mining Location for the benefit and advantage of the Prospectors in adjoining locations.

And, whereas the Prospectors have offered to transfer to the Company all their interest in the said Mining Lease of said Mining Location _____, if the Company would enter into this agreement, which the Company has consented to do.

Now, therefore, this agreement witnesseth, that in consideration of the premises and of the covenants and agreements herein contained, the Prospectors for themselves, their executors, administrators, and assigns, and the said Company, for themselves, their successors and assigns, covenant and agree each with the other as follows:—

(1) The Prospectors will forthwith transfer to the Company the said lease of Mining Location Number _____ absolute in form and effectual to vest the said Mining Location _____ in the said Company, from all encumbrances.

(2) The Company will forthwith after the transfer of said mining lease to them, commence to sink a mining shaft on said location; in case the Company do not sink the said shaft to a depth of feet, and desire to discontinue such sinking, then and in such case the Company agree to give up to the Prospectors any and all rights to said location held by them.

(3) That if after sinking said shaft to a depth of feet, or at any depth between feet and feet, the Company desire to discontinue sinking, then in such case the Company hereby agree either to give up all rights to said location as above mentioned, or they may have the option to purchase the lease of said location outright for the price or sum of doll. &.

(4) The Prospectors shall have the right at any time while such sinking as aforesaid is in progress, to examine such shaft and take samples therefrom.

In witness whereof the Prospectors have hereunto set their hands and seals, and the Company have executed agreement by their attorney in Canada.

Signed, sealed and delivered }
in the presence of }

FORM 742.

Agreement for Lease of Mines.

Memorandum of agreement, made the day of , 19 .

Between (lessor) of the one part, and (lessee) of the other part.

The said (lessor), for himself, his heirs and assigns, in consideration of the rent, reservations, stipulations and agreements hereinafter contained on the part of the said

(*lessee*), his executors, administrators and assigns, to be paid and performed, doth hereby contract and agree with the said (*lessee*), his executors, administrators, and assigns, that he, the said (*lessor*), his heirs or assigns, shall and will (with the consent and approbation of such parties as shall be necessary), on or before the _____ day of _____,

now next ensuing, or at any time afterwards upon the request in writing of the said (*lessee*), his executors, administrators, or assigns, grant and deliver unto the said (*lessee*), his executors, administrators, or assigns, a good and valid demise or lease of all, etc. (*the parcels, habendum, and reddendum, may be in the forms usually contained in leases*):

And the said (*lessee*), for himself, his heirs, executors, and administrators, doth hereby covenant and agree with the said (*lessor*), his heirs and assigns, that he the said (*lessee*), his executors, administrators, and assigns, shall and will accept the said demise or lease when so granted as aforesaid, and execute a counterpart thereof when required by the said (*lessor*), his heirs or assigns, and pay one-half of the costs and charges attending the preparation and execution, as well of such lease and counterpart as of this present agreement and duplicate hereof.

And it is hereby declared and agreed that there shall be contained in the said lease the following covenants, provisions and agreements on the part of the said (*lessee*), his executors, administrators and assigns, that is to say, etc. (*here insert the clauses applicable to the particular description of lease intended to be granted, including the clause of re-entry and including also a right in (lessor) to purchase the machinery and mining implements generally, or any portion thereof without purchasing the rest*).

And it is hereby further agreed and declared, that the said lease shall contain on the part of the said (*lessor*), his heirs and assigns, proper covenants for title, for quiet enjoyment, and for further assurance; and also that it shall be lawful for the said lessee, his executors, administrators, an

assigns, upon payment and performance of the rents, covenants, and agreements on his and their part hereinbefore mentioned or referred to, to move and take away within twelve months after the determination of the said term all the machinery, implements, mining, and other materials used for the purposes aforesaid, and legally removable by a tenant, unless the same shall have been purchased by the said (*lessor*), his heirs or assigns; provided always, and it is hereby further declared and agreed, that until such lease shall be so granted as aforesaid, the said (*lessee*), his executors, administrators and assigns shall enter upon, work, and occupy the said mine and vein and premises hereby agreed to be demised, subject to the covenants, reservations, provisos and agreements hereinbefore mentioned or referred to on his or their parts to be paid and performed as fully as if such lease had been actually executed and accepted, but that in case the said (*lessee*), his executors, administrators, or assign shall not from time to time observe and perform such covenants, reservations, provisos, and agreements, then it shall be lawful for the said (*lessee*), his heirs and assigns to enter into the said mine or vein and premises hereby agreed to be demised, and the same to re-possess and enjoy as in his and their former estate, freed and discharged from this present agreement, and all actions, suits, claims and demands whatsoever in respect thereof; and all the estate or interest hereby agreed to be granted to the said (*lessee*), his executors, administrators, or assigns, shall absolutely cease and determine both at law and in equity, but without prejudice to any legal or equitable remedies which may accrue to the said (*lessor*), his heirs and assigns, by reason of the non-observance or non-performance of any of the covenants, provisos and agreements herein contained, either before or after such determination.

In witness, etc.

FORM 743.*Agreement for Mining Syndicate or Partnership.*

This indenture, made the _____ day of _____ between (trustees), of the one part, and (other partners), of the other part: Whereas (recite lease of mines to trustees); and whereas the said parties hereto have agreed to enter into partnership in the working of the mines comprised in the said _____ and in the selling of the produce thereof, upon the terms and in manner hereinafter contained and expressed and whereas the said sum of \$ _____ was contributed by the several parties hereto of the second part in the shares and proportions in which it is hereinafter provided that they shall be entitled to the property of the partnership or company intended to be hereby constituted, now this indenture witnesseth that, in pursuance of the said agreement, they, the said (trustees), hereby severally covenant with the said parties hereto, of the second part, severally and respectively, that they, the said (trustees), their executors, administrators and assigns, shall and will stand and be possessed of and interested in the mines, hereditaments and premises comprised in _____ during the said term of _____ years, and during any other term or terms which the said (trustees), their executors, administrators or assigns, acting as trustees for the partnership hereby contemplated, may obtain therein (under any future lease or leases thereof, subject to the rent or rents and covenants in and by the said indenture of lease, or in and by any lease or leases to be hereafter thereof made as aforesaid, and on the lessees' part to be respectively paid, observed and performed) in trust for the several parties hereto of the first and second parts and their respective executors, administrators and assigns, in the shares, proportions, and in manner hereinafter mentioned: and shall and will, during the continuance of the said term or term, pay, observe and perform such rent or rents, covenants and

conditions respectively as aforesaid: and this indenture witnesseth that, in further pursuance of the said agreement, and in consideration of the premises, each of the said parties hereto, so far as the covenants and agreements herein contained are to be performed and observed by him, his executors and administrators, hereby covenant with the owners of them jointly and severally in manner following (that is to say):—

1. The parties hereto shall and will, subject to the provisions herein contained, become and continue partners in the business of _____ as from the _____ day of 19____, for a term of _____ years, or until the said mines shall be exhausted or abandoned, as hereinafter mentioned, for the purpose of digging, trenching, working and winning the mines, seams, deposits and veins comprised in _____ and of manufacturing, selling and disposing of the produce thereof.

2. The business of the partnership shall be carried on under the name or firm of _____ (which firm is hereinafter called "the company"), at _____ aforesaid, or at such other place or places as shall be determined by a majority in value of the partners for the time being in manner hereinafter mentioned.

3. The title to and interest in the property of the company shall be divided into _____ equal shares, of which shares shall belong to (*partner*) etc.

4. The original capital of the company shall consist of the said mines and premises comprised _____ (which are estimated, and shall be taken to be of the value of \$ _____), and of money capital to the amount of \$ _____, which shall be contributed by the said partners in proportion to their respective shares and interest in the property of the company for the time being; and by such instalments and at such times as shall be agreed upon by a majority in value of the partners for the time being as hereinafter mentioned.

5. The capital of the company may at any time or times be increased, pursuant to a special resolution, to any amount not exceeding the further sum of \$ _____ in addition to the original capital; and such additional capital shall be contributed and paid by the partners in proportion to their respective shares and interest in the property of the company for the time being, and shall be credited to them in the portions in which it shall be brought in.

6. The company may, at any time or times, authorize any partner or partners to advance any sum or sums of money to the company, or to leave undrawn any sum or sums to which such partner or partners shall, upon the taking of any such annual account as is hereinafter mentioned, appear to be entitled in respect of profits, by way of loan to the company to be repayable to him or them by the company calendar months after demand in writing, and to bear interest as from the time of making of such advance or of the taking of such account (*as the case may be*), at the rate of _____ per cent. per annum. (Provided always, that no one partner shall, except pursuant to a special resolution, be authorized to advance or leave undrawn by way of loan any sum or sums in the aggregate exceeding the sum of \$ _____ over and above the sum or sums for the time being contributed by him in respect of capital; and for this purpose the collective holders of any share or shares shall be deemed to be one partner.)

7. Upon the neglect or refusal of any partner to pay his proportion of the capital or any instalment thereof, it shall be lawful for the other partners for the time being, either to charge such defaulting partner with proportion, and with interest thereon at the rate of _____ per cent. per annum, or at their option to sell and dispose of all or any of the shares or share of such partner in manner hereinafter provided; and in case of a breach of any of the agreements herein contained; and in case they sell and dispose of all the

share and interest of such partner in the company, then to expel such partner in manner and with the consequences hereinafter provided.

8. , of, etc., shall be the first manager of the company, and shall continue to act as such manager for the period of twelve calendar months from the date of these presents, and thereafter, unless and until he shall resign his appointment by giving to the company notice in writing of his intention to resign at least three calendar months before such resignation, or unless and until he shall be removed or dismissed in manner hereinafter provided.

9. The said manager shall manage and transact the works and business of the company, and act for and on behalf of the company, at such salary as shall be agreed upon, but subject in all respects to the superintendence, management, direction and control of the said company, and to removal or dismissal by them at any time after the expiration of months from the date of these presents, with or without previous notice or cause assigned; Provided that the said manager, in case he shall be removed or dismissed, shall be entitled to his salary, or an apportioned part thereof, for the full period of next following the day on which he shall receive notice of such removal or dismissal.

10. The company may from time to time appoint and remove any other person (whether partner or not) to be manager of the company with such powers and authorities, upon such terms, and subject as aforesaid, subject to any agreement between the company and such other person on his appointment.

11. The manager for the time being may engage and employ such clerks, agents, servants, miners, labourers and workmen, and at such salaries as he shall think fit (but subject to such control as aforesaid), and may make all usual and proper contracts and payments for the management and carrying on of the business and works of the company; and such manager shall observe and perform in all respects

the covenants and conditions contained in the above recited lease, and in every other lease of any hereditaments and premises to be for the time being employed for the purposes of the company. But such manager shall not, without the previous sanction of the said company, unless there be an urgent necessity for doing so, commence or prosecute any action or proceeding against any person or persons; nor release or compound for any debt or debts amounting to \$ or upwards, which shall be owing to the company, and not fully paid; nor on any account without such previous sanction, draw, make, accept, sign or endorse any bill of exchange, promissory note, or other draft or security, in the name or on account of the company, except in the ordinary course of transacting the necessary business of the company; and any manager who shall break this last condition, shall immediately pay to the use of the company twice the amount of the sum for which such bill, note, or draft, or security shall purport to make the company liable as liquidated damages.

12. No partner, except the manager for the time being, shall buy, order, sell, or contract for the purchase or sale of any goods, wares, merchandise, or other articles for the said company, or draw, make, accept, sign, or endorse any bill of exchange, promissory note, draft, or other security, or enter into any other contract for or in behalf or on account of the company (otherwise than by voting as aforesaid), or meddle or interfere (otherwise than as aforesaid), with the goods, effects, or business of the company.

13. Each of the partners for the time being of the company shall, from time to time, pay and discharge all the private and separate debts now or hereafter due or owing from him or her to the company, or to any other person or persons whomsoever, and shall keep indemnified the company and the other members thereof, and the property, estate and effects of the company and members from and against such private and separate debts and all actions, executions,

proceedings, costs, damages, and expenses for or on account of the same or relating thereto.

14. The company shall meet at _____ on the _____ in every _____ in every year, or on such other day within _____ days next before or after such day as the manager for the time being shall appoint, and that in all cases _____ days' previous notice of each such meeting shall be previously given by such manager by advertisement in some newspaper published and generally circulated within _____, and also by a circular letter to be sent through the post by such manager to every member of the said company, whose address shall be known to or readily discoverable by such manager.

15. On the written requisition of any _____ of the members of the company an extraordinary meeting of the company shall be convened at not less than _____ notice by means of such advertisement and circular as aforesaid, to be respectively signed, inserted and issued either by such manager, or in case of his refusal or neglect, by members or any _____ of them requiring the same; Provided always, that the object of calling such meeting shall be expressed in such advertisement and circular respectively, and that such meeting shall not have any authority or power to bind the company in respect of any matter which shall not fairly come within the object of the meeting, as expressed in such advertisement and circular respectively.

16. Each holder, or the collective _____ holders of one _____ th share in the company, shall be entitled to vote in respect of such share, and each holder or the collective holders of more than one _____ th share shall be entitled to a vote in respect of each _____ th share so held by such holder or collective holders and such vote or votes may be given by such holder or collective holders personally or by any member of the company whom he or they may, by writing under his or their hand, authorize to vote on his or their behalf at any

particular meeting, or on any particular question at such meeting, such authority being given within the . . . weeks next preceding such meeting, but extending (unless revoked), to any adjournment of such meeting.

17. A special resolution within the meaning of these articles shall mean a resolution passed at an extraordinary meeting of the company by a majority in number, and not less than . . . in value (in respect of shares), of the members voting personally or by proxy as aforesaid at such meeting.

18. All questions relating to the company and its property and business, not thereby expressly required to be determined by a special resolution, may be determined either at a . . . or extraordinary meeting by an ordinary resolution, that is to say, a majority in number of the members voting personally or by proxy at the meeting. In case of an equality of votes on an ordinary resolution, the same shall be deemed to have been negatived.

19. The manager, for the time being, shall attend every . . . and extraordinary meeting, and shall enter true and accurate minutes of all resolutions passed at, and proceedings of, such meeting in a book to be kept for the purpose.

20. All usual and necessary books of account shall be provided at the expense of the company, and kept by the manager for the time being, in which shall be clearly written or entered a just, true, complete and particular account of all sums of money paid and received, and of all debts contracted and sales and purchases made, and all other matters and things conducive to and proper for manifesting the true state and conditions of the affairs of the company, which books, together with all deeds, securities, maps, plans, letters, documents, and vouchers, belonging to the company shall be kept at the principal office of the company, and be there subject to the free inspection of every member of the com-

pany or his agent or solicitor at all reasonable times, for the purpose of perusing or examining the same, or of taking extracts or copies from or of the same.

21. All bills, notes, receipts, accounts, and securities shall be made and taken by the manager or trustees for the time being in the name of the company, and all bonds, conveyances, securities, and assurances shall be made and executed in the names of the said (*trustees*), or such other persons as shall be appointed by the company for such purpose.

22. In the meeting which shall take place in or for the of in each year, a general account in writing shall be taken and made by the partners of all sales which shall have been made, and of all stocks, moneys, credits, debts and liabilities of the company, and of all such other matters as are usually comprehended in annual accounts, of the same nature, or shall be necessary and proper in relation to the business and transactions of the company, and a just valuation and appraisement shall be made and approved by the parties present at such meeting, of all the particulars and matters included in such account which are capable of being appraised, and the materials for such appraisement shall be furnished by the manager for the time being, who shall also distinguish to the best of his ability between the good and bad debts due to the company, and such general account and valuation shall from time to time be entered in a book (to be kept as aforesaid), and signed by the members of the company for the time being, who shall also sign any duplicate thereof, which may be required and tendered to be signed by any of the members; and the allowance and signature of such account by the majority of the members present at such meeting lastly aforesaid, or at any adjournment of such meeting (the time and place of such adjourned meeting having been duly notified in manner aforesaid at the least before the happening thereof), shall be binding on all the members of the company, except as to any manifest error to

the amount of \$ or upwards which may be discovered within the year following such meeting: Provided always, that no such member shall be entitled to receive any dividends or profits arising from the partnership transactions, unless and until he shall have signed such annual account.

23. It shall be lawful for any partner during his life or, by will, after his decease, with the consent of the other partners expressed by special resolution, to introduce into the company any one person, being of full age, whom he may think proper, and to transfer to him all or any of his shares or share in the company; and also, by will, without such consent, bequeath to any son or sons, being of full age, all or any of the shares or share which such testator shall hold at his death; Provided always, that nothing herein contained shall authorize the transfer or bequest of less than one entire share to any person.

24. If any partner shall during the continuance of the company become insane, or bankrupt, or suffer a receiving order to be made against him, or enter into any composition or arrangement, statutory or otherwise, for the benefit of his creditors generally, then such partner shall so far as he is concerned, cease to be a member of the company.

25. Any partner may retire from the company on the day of in any year during the partnership term upon leaving for the manager, or sending to him through the post, at the office for the time being of the company, not less than previously, a notice in writing of his intention to retire.

26. If any partner shall die during the continuance of the company, or so cease as aforesaid to be a member of the company, or retire therefrom, the partnership relation or contract hereby intended to be constituted shall not be determined as between the other members of the company, but shall continue until the end of the partnership term, subject

to the covenants, stipulations, and provisions herein contained so far as applicable to such continued partnership; and in such case, if the partner so ceasing to be a member of the company or dying shall not have transferred or bequeathed the whole of shares or share in the company, the value of the shares or share for the time being held by him shall be ascertained, and after deducting therefrom the amount (if any), which shall be required for the settlement and discharge of the demands of the company against such member, shall be paid out to him, or his committees, assignees, or executors or administrators, out of the capital, assets, and profits of the company.

27. For the purposes of the payment to be made pursuant to the last article, in case of a partner dying or ceasing to be a member of the company, or retiring therefrom as aforesaid before the day of , then the value of each share held by him for the time being shall be taken to be an aliquot share of the estimated value of the said mines, and premises comprised in the said lease, and of the money-capital contributed by him, for the time being, with interest thereon at the rate of per cent. per annum, to be computed as to the estimated value of the said mines and premises as from the date of these presents, and as to the said money-capital as from the time at which it shall have been contributed; and in the case of a partner so dying or ceasing to be a member of the company, or retiring therefrom after the day of next then the value of each share held by him for the time being shall be taken to be an aliquot share of the property and assets of the company as shown by the last preceding annual general account (which account shall for this purpose be binding and conclusive on all persons interested), with interest thereon at the same rate from the date of such account; Provided always that in addition to payment of the value of the shares or share so ascertained as aforesaid, and of interest thereon as aforesaid, the person or persons entitled to receive payment of the same shall

also be entitled to repayment by the company of all advances made to the company, or undrawn profits left in the business pursuant to paragraph 5 hereof, and interest accrued due thereon.

28. The sum to be paid out under paragraph 26 hereof, shall be paid either immediately, or as soon as conveniently may be, in one aggregate sum with interest at the rate aforesaid as from such death, cessation of membership, or retirement as aforesaid until actual payment thereof, or (if the surviving or continuing partners shall so determine) by equal instalments to be secured in manner hereinafter mentioned, that is to say, the surviving or continuing partners shall enter into a joint and several bond in a sufficient penalty for securing the amount of the said sum to the person or persons entitled thereto by equal instalments at the respective period of next after the date of such death, cesser of membership or retirement as aforesaid, with interest as from that date for so much of the said sum as shall for the time being remain unpaid at the date of the payment of each instalment, but with power for the surviving or continuing partners or partner at any time to pay off, by way of anticipation, the whole of the instalments or instalment for the time being unpaid of the said sum, with any interest accrued due up to the day of payment, on giving to the person or persons entitled to receive such payment days' notice in writing of their intention so to do.

29. All shares and interest of a partner so dying, ceasing to be a member of the company, or retiring, of and in the good will, property, assets and profits of the company, shall as from the death, cesser of membership or retirement belong to, and the whole of his liabilities in respect of the business and transactions of the company, after that date shall be borne by the surviving or continuing partners alone, and all proper and necessary assignments, transfers, and assurances, shall be made and executed by the executors or administrators of the

partner so dying as aforesaid, or by the partner so ceasing to be a member of the company, or retiring, or his committee, trustees, or assigns, for effectually vesting his shares or share and interest in the company in the surviving partners and for releasing the surviving partners from all claims and demands of such partner, his executors, administrators, committees, trustees or assigns, and his and their estates and effects against all actions, proceedings, claims and demands on account of the partnership.

30. If any member of the company, except as aforesaid, shall draw, make, accept, sign or endorse any bill, note, draft, or security on account of the company, shall be attached, seized or taken in execution on account of any private debt or engagement of any member, or if any member shall apply to his own separate use any of such effects, property, or money, it shall be lawful, by a special resolution, to dissolve and put an end to the partnership, and to expel him therefrom, and the share and interest of such member in the partnership shall, at the option of such majority, be either retained by the company, at its value, to be ascertained by valuation as provided in paragraph 27 hereof, and the value of such share or shares shall be applied in the settlement or reduction of the demands of the company against such offending member on his taking and executing such assignments, transfers, and assurances as may be necessary for vesting his shares or share and interest in the property and assets of the company in the continuing partners, and for releasing all demands against the company in respect of his partnership therein.

31. It shall be lawful for the members for the time being, by special resolution, either to discontinue and dissolve the said partnership before the expiration of the said term of years (such discontinuance or dissolution not to take effect before the expiration of from the day on which such meeting shall be held), or during the last year of such

term, to continue and extend the partnership for any additional term of not more than _____ upon the terms herein contained, and to procure a renewal of any lease or leases which shall then belong to the company; Provided that no such dissolution or extension of the partnership shall be valid unless the proposal to make the same shall have been notified by such advertisement and circular as aforesaid, at least two weeks prior to the meeting at which the same shall be made.

32. Immediately upon the expiration of the said term of _____ or, of such extended time as aforesaid, or upon the determination or dissolution of the partnership a general account in writing shall be made of all the partnership estate, assets, effects, credits, debts, and liabilities, and such estate, assets and credits shall be immediately realized, sold and converted into money, and the proceeds, after the full and complete discharge of or provision for all the partnership debts and liabilities, shall be divided among and paid to the members of the company for the time being, or their respective executors, administrators, or assigns in the several shares and proportions, in which they shall respectively be entitled thereto.

33. *(Insert usual arbitration clause).*

In witness, etc.

FORM 744.

Exception of Mines in Conveyance—Surface of Land not to be Disturbed.

Excepting and always reserving out of these presents, and the grant and conveyance hereby made unto the said (grantor), his appointees, heirs and assigns, all mines, veins and deposits of _____, and other mines and minerals lying within or under the said piece of land hereby granted

and conveyed, or any part or parts thereof respectively, with full liberty, power and authority for the said grantor and for his appointees, heirs and assigns, and his, their or any of their lessees, agents and workmen, and every or any other person or persons by his, their or any of their order or permission, at any time or times and from time to time, to search for, get, win, mine, take and carry mines, veins, deposits of and other mines and minerals, or any of them, or any part or parts thereof, at pleasure, and to do all things necessary for effectuating all or any of the purposes aforesaid, but without entering upon the surface of the said lands or any part thereof, and so as not to disturb the said surface, or any part thereof, by or in consequence of underground workings.

FORM 745.

Exception of Mines in Conveyance of Land—Right to Disturb Surface, but not to Take Away Support.

Except and reserving unto the said (*grantor*) his heirs and assigns, all and every the mines, veins, strata and deposits, unopened as well as opened, in, under or upon the hereditaments hereby granted and assured, with full and free liberty and authority for the said (*grantor*), his heirs and assigns, and his and their agents, workmen or servants, to search for, work, take and carry away the same for his and their own use and benefit, and to dig, sink, drive, make and use all such shafts, pits, levels, adits, air-grates, water-courses and all other works which may be required for winning and working the said mines and minerals according to the most approved practice, with full power to occasion a subsidence of the surface, if such subsidence should result or take place while working according to such approved practice, and also

to appropriate and use any part of the lands hereby granted and assured, either underground or on the surface, as may be proper or necessary, as well for depositing and laying down the said minerals, and placing and heaping the waste, refuse and rubbish which may be worked along with them from time to time, as for washing and cleansing any of the said minerals, and for effectually separating them from all the soil and other substances mixed with them, and also for supplying such mines and works with water, and with good and fresh air, or for freeing the same from water or foul air, for the purposes aforesaid, to erect, make and employ all such fire, steam, water or other engines, buildings, workmen's houses, shops, crushing mills, sheds, machinery and works, which may be proper and reasonable, and which are now or may be hereafter used for similar purposes, and also for full liberty and authority to construct or repair and use any railroads, tramways, or other roads or ways which may be reasonably required for the effectual working and management of the said mines and works, or for the delivery of the said minerals: provided always, that all such minerals which shall have been so produced, shall be taken away from the lands hereby granted and assured within a reasonable period from the time of their production; provided also, that the said (*grantor*), his heirs and assigns, shall from time to time make compensation to the owners and occupiers for the time being of the said lands and premises hereby granted and assured, in respect of the injuries sustained by them in the prosecution of the mines and works aforesaid, whether such injuries be of a permanent or of a temporary nature; and such compensation shall apply as well to all buildings erected thereon after the day of the date of these presents as previously, and to all new improvements of the surface generally.

FORM 746*Exception of Mines with Right to Disturb Surface by Subsidence only.*

Except and reserving out of the conveyance hereby made, all the mines and minerals whatsoever, unopened as well as opened in or under the hereditaments hereby assured, with full liberty to search for, win, work and carry away the same by means of underground workings only and with full liberty to make use of or employ any such underground workings for any purposes whatsoever; provided always that reasonable compensation be made from time to time for all injuries to the surface and buildings thereon, or to either, which may be sustained by the owners or occupiers for the time being of the said hereditaments by reason of the prosecution of the mines and works aforesaid.

FORM 747.*Exception of Mines in Lease, with Right to Damage Surface by Subsidence only, and without Liability to Pay Compensation.*

Except and reserved out of this demise all mines, seams, beds, veins and deposits of _____, and other mines, minerals, substances and quarries lying under the said demised land, with full power and free liberty to and for the lessor, and all and every, or any person or persons whomsoever claiming, or to claim from or under him, and his and their lessees, tenants, workmen and others, by his and their authority, at all times henceforth, during the continuance of this demise at his or their pleasure, but without entering upon the surface of the said demised land, except under powers already conferred or agreed to be given in or by any lease, or assurance or agree-

ment already made or subsisting to get, win, carry away, sell and dispose of the said coal and other mines, minerals, mineral substances and quarries, and every or any part thereof respectively, either with or without leaving support to the surface, and whether the surface or any buildings thereon for the time being may or may not be thereby lowered or depressed, or injured in any wise, and without any liability whatever to make compensation for any injury to the surface, or to any buildings thereon for the time being.

FORM 748.

Reservation of Mineral Ways in an Ordinary Lease.

Except and reserved at all times during the continuance of this demise unto the said (*lessor*), his heirs and assigns, full and free liberty and authority to use and appropriate all such pieces or parcels of land as may at any time hereafter be required by the said (*lessor*), his heirs or assigns, or any other person whomsoever, for the purpose of forming any railways or other ways for the conveyance of coal or any other minerals, articles or materials whatsoever, or passengers, and in any manner whatsoever, or which may be reasonably required for the proper use and enjoyment of any such ways, or for the purposes connected therewith, with full liberty and authority to convert such pieces or parcels of land for the purposes aforesaid, and to do all necessary and proper acts for making, repairing and maintaining in proper order and conditions any such ways, and for effectually draining and fencing off the same from any of the adjoining lands comprised in this demise. Provided always, that the said (*lessor*), his heirs and assigns, or other persons at the said (*lessee*), his executors, administrators or ass-

for the injury sustained by him or them in the formation and maintenance of any such ways or works aforesaid, and shall at all times during the said term effectually fence off the same from any of the adjoining lands hereby demised. And also that the said (*lessor*), his heirs or assigns, shall at all times make all proper abatements and allowances in the amount of the rent hereby reserved in consequence of such ways and works.

FORM 749.*Way-leave; Grant of.*

This indenture, made, etc., between _____ (*grantor*),
of the one part, and _____ (*grantee*), of the other part,
Witnesseth that in consideration of the rents, covenants and
agreements hereinafter mentioned on the part of the said
(*grantee*), his executors, administrators and assigns to be
paid and performed, he, the said (*grantor*), doth by these
present's grant and demise unto the said (*grantee*), his ex-
ecutors, administrators and assigns, full, free and irrevocable
license, right and authority for himself and themselves, his
and their agents, workmen and servants, to use and employ
for the purposes hereinafter mentioned, at all times between
the hours of _____ in the morning, and _____ in the
evening, all that railway extending in one continued line
from _____ to _____ (*describe the way*), together
with full and free liberty for him and them, within the hours
aforesaid, to pass and repass along the said line hereinbefore
described, with all usual waggons and other carriages, either
drawn by horses or drawn or propelled by steam, or other
engine, or by any other power or contrivance to convey all
such coal and other minerals as shall from time to time be
raised by the said (*grantee*) his executors, administrators or
assigns, from and out of all that mine (*describe the mine*
or pit or seams) and to convey all other material, articles, and
things which shall be thought necessary or proper for carry-

ing on said mine and for the purposes aforesaid to use and employ all the fixed engines, rollers, ropes, machinery, buildings and works belonging to the said together with all and singular other privileges, advantages, and appurtenances to the said right of way belonging or appertaining. To have and to hold the said license, right and authority, and all and singular other the premises hereby demised unto the said (*grantee*), his executors, administrators, and assigns from for the full term of years then next ensuing, rendering and paying therefor (*insert usual form of reddendum and covenant for payment of rent*). And also shall and will at all times during the said term hereby grant, permit, and suffer the said (*grantor*), his heirs or assigns, and all other persons duly authorized by him or them, also to use and enjoy the said railway for any similar purposes peaceably and quietly, and with as little disturbance and interruption as possible. And shall and will accordingly enter into and adopt all reasonable arrangements which shall from time to time be proposed by the said (*grantor*), his heirs and assigns, or other persons aforesaid in that behalf, and also shall and will at all times do as little injury as possible to the said railway and the sides, rails, fences and drains thereof and the buildings, works and other property belonging thereto and enjoyed in connection therewith. And shall also from time to time during the said term, except during the last year thereof, contribute his and their just proportion of all such reasonable costs and expenses as shall be required to be incurred for the laying of new rails or the necessary repairs, support and order of the said railway hereby authorized to be used and enjoyed by the said (*grantee*), his executors, administrators or assigns, in common with any other persons whomsoever. Provided always, and it is hereby agreed and declared that in case, and so often as during the said term the said yearly rent or sum hereby reserved or any part thereof, shall remain unpaid for the space of days next after any of the said days hereby appointed for the pay-

ment thereof, then it shall be lawful for the said (*grantor*), his heirs and assigns, to distrain upon any part of the said railway hereinbefore described for the same rent and all arrears thereof, and the property of the said (*grantee*), his executors, administrators or assigns, there found to take and carry away as landlords are authorized to do for the rent in arrear, until the said yearly rent, or so much thereof as shall be due, and all costs and expenses occasioned by the non-payment thereof shall be fully satisfied and paid. Provided always, and it is hereby further agreed and declared that in case at any time during the said term the said (*grantee*), his executors, administrators or assigns shall neglect or refuse to perform any of the covenants and agreements hereinbefore contained, and on his and their part to be respectively observed, then it shall be lawful, upon any such breach as aforesaid, for the said (*grantor*), his heirs and assigns by notice in writing, and signed by him or them, and delivered to the said grantee, his executors, administrators and assigns, or left at his or their usual or last place of abode, to declare that these presents and the right and liberty hereby granted shall thenceforth determine, and thereupon these presents and the said right and liberty shall forthwith become absolutely void to all intents and purposes whatsoever, except in respect of any prior breach of the covenants, and agreements herein contained. (*Insert appropriate covenants for title*). And also shall and will at all times during the said term keep and preserve the said railway, buildings, fixed engines, machinery, rollers, ropes and works hereby authorized to be used and enjoyed in common as aforesaid in good order repair and condition, and in all respects fit for the purposes of the rights and liberties hereby granted and demised. And also shall and will at all times during the said term pay and discharge all taxes, rates and impositions whatsoever, to be charged or imposed in respect of the premises hereby demised as aforesaid.

In witness,

FORM 750.

THIS AGREEMENT made in triplicate this _____ day of _____ A.D. 19 _____

A. B. & Company, Limited of London, England.

and

C. D., of the City of Toronto, in the County of York, and the Province of Ontario, Financier.

WITNESSETH:

IN CONSIDERATION of the payment by the Second Party to the First Party of the sum of Five Thousand (\$5,000) Dollars (the receipt whereof is hereby acknowledged) the First Party doth hereby grant to the Second Party the sole and exclusive option and privilege of purchasing within the period between the date of these presents and the _____ day of _____, 19____, for the price of _____ dollars payable at the times and in the manner hereinafter mentioned, and subject to the other terms and conditions hereinafter mentioned, the mines or mining property together with all buildings and their appurtenances situate thereon belonging to the First Party comprising _____ which may be more particularly described as follows (*description*).

_____ of the said property is to be

described as follows (*description*).

1. THE PURCHASE price of the said property is to be
payable to the First Party through its Solicitor
and agent as follows.

and agent as follows.

IT IS AGREED that all deferred payments shall bear interest at the rate of per centum per annum.

2. The First Party grants to the Second Party the free right to enter forthwith upon the said properties and to examine samples and explore the same, at his own expense, in such manner and by such methods as the Second Party may

determine: and in connection with such examination and for the purpose thereof, the Second Party shall have free access to all the said properties and every part thereof.

3. If on or before the day of , 19 , the Second Party declines to exercise the option to purchase, then the above shall be forfeited to the First Party, if however, the Second Party concludes to purchase the property within the time limit, then the said shall be applied on the purchase price of the property.

IT IS AGREED that upon the payment by the Second Party to the First Party through its said Agent and Solicitor of the said sum of \$25,000 on or before the day of , 19 , the Second Party is to have full and complete control and possession of the said Mines and Mining property together with all the appurtenances thereto belonging, or in any wise appertaining, and that the Second Party shall, so long as he shall not be in default in making any or all the payments as above provided, and shall not be in default in respect to any of the covenants and conditions herein contained on his part to be performed, and shall not be in default with respect to any of the covenants and conditions herein contained on his part to be performed, continue in possession of the said property, and be at liberty to work, mine and develop the same, and extract ore therefrom to and for his own use and purposes: paying, however, to the First Party through its Solicitor and Agent, a royalty of Fifteen (15) per cent. of the net proceeds from the mining, milling and marketing of any ore extracted from the said property, it being agreed that by "net proceeds" is meant the proceeds after deducting all costs of mining, milling and marketing the ore, as well as the costs of hauling, freighting and transporting the same. The Second Party shall, on or before the 15th day of each month, pay in the manner aforesaid, the royalty on all ore mined, milled, marketed, or treated during the preceding month. The receipt or voucher of the First Party or its Solicitor and Agent shall be suffi-

cient receipt or voucher to the Second Party for such payment. It is agreed that all royalty payments made hereunder by the Second Party to the credit of the First Party, as herein provided, shall be applied as part payment of the next succeeding instalment of the purchase price herein provided to be paid, if such succeeding instalment shall be paid; otherwise all such royalty payments shall be forfeited to, and remain the property of the First Party.

5. IT IS AGREED that in the event of the termination of this agreement other than by payment of the purchase price, all mining supplies, tools and machinery placed on the said property by the Second Party may be removed therefrom by the Second Party.

6. IT IS DISTINCTLY UNDERSTOOD AND AGREED by and between the parties hereto that time shall be of the essence of this agreement, and should the Second Party make default in the payment of the several sums of money herein provided to be paid on the dates and times herein provided or in the other covenants herein contained on the part of the Second Party to be performed then and in any such case this agreement shall forthwith be terminated and at an end, and the Second Party shall forthwith deliver up possession of the said property, and the First Party shall thereupon be at liberty to forthwith enter into possession of the said property and to hold the same as fully and freely as if this agreement had not been entered into.

7. IT IS FURTHER AGREED that wherever the context permits, this agreement, and each and every part thereof, will extend to, and apply to, and be binding upon the heirs, executors, administrators, and assigns of the Second Party, and the successors and assigns of the First Party.

IN WITNESS WHEREOF the First Party hath by the hands of its proper officers hereunto affixed its Corporate Seal and the Second Party hath hereunto set his hand and seal.

Signed, sealed, and delivered)
In the Presence of)

FORM 751.

Lease by a Mining Company to a Power Company of a Strip of Land for the Purpose of Erecting Transmission Wires.

THIS INDENTURE made the day of , in the year one thousand nine hundred and , in pursuance of The Short Forms of Leases Act:

BETWEEN:

A. B. Company, Limited, of Birmingham, England, hereinafter called the Lessor.

Of the First Part,

and

The M. Power Company, hereinafter called the Lessee,

Of the Second Part.

WITNESSETH:

THAT in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Lessee, the Lessor doth demise and lease unto the Lessee its successors and assigns all that certain parcel or tract of land and premises situate, lying and being in the Township of in the District of and Province of , and being composed of a Right of way thirty (30) feet in width in (*description*).

TO HAVE AND TO HOLD the said demised premises for and during the term of ninety-nine (99) years, to be computed from the day of , 19 , and from thenceforth next ensuing and fully to be completed and ended.

YIELDING AND PAYING therefor yearly and every year in advance during the said term unto the Lessor, its successors or assigns the sum of Two Dollars to be payable on the following days and times, that is to say, the first of such payments to become due and to be payable on the day of , 19 , and future payments to be made on the day of in each and every successive year during the term above mentioned.

The Lessor covenants with the Lessee to pay rent, and that it will not assign or sublet without leave.

Provided that the Lessee may remove its fixtures.

Proviso for re-entry by the Lessor on non-payment of rent or non-performance of covenants.

The Lessor covenants with the Lessee for quiet enjoyment.

Excepting and reserving unto the Lessor its successors and assigns full right and liberty at all times hereafter to cross and recross the lands hereby demised for all and any purposes and either with or without horses and other animals, waggons and other vehicles.

Provided also and it is hereby declared by and between the parties hereto that there are hereby reserved to the Lessor its successors and assigns all mines, veins, seams and beds of nickel, iron, copper and other minerals whatsoever already found or which may hereafter be found under the lands hereby demised with full liberty of ingress, egress and regress at all times for the Lessor, its servants, agents and workmen in, to and upon the said lands, and either with or without horses and other animals, waggons and other vehicles for the purpose of searching for, working, getting and carrying away the said mines and minerals, and with full liberty also for the Lessor its successors and assigns, or its or their servants, agent and workmen, to sink, drive, make and use pits, shafts, drifts, adits, air courses and water courses and to erect and set up fire and other engines, machinery and works, and to lay down railroads and other roads in, upon, under, and over the lands hereby demised or any of them for the purpose of more conveniently working and carrying away the said mines and minerals and also to appropriate and use any part of the surface of the lands hereby demised other than that occupied by the polls or other constructions of the Lessee, its successors and assigns for depositing, placing and keeping thereon the minerals, waste, rubbish and other substances which may be obtained from the said mines, and generally to do all other

acts and things necessary or proper for working and obtaining the said mines and minerals.

Provided also and it is hereby agreed by and between the parties hereto that no wires of the Lessee its successors or assigns shall be erected or hung less than twenty-two vertical feet above the ground at the lowest point.

IN WITNESS WHEREOF that parties hereto have by the hands of their proper officers hereunto affixed their corporate seals.

Signed, sealed and delivered

In presence of:

BRITISH COLUMBIA.

Mining Forms under R. S. B. C. 1911, c. 157.

FORM 752.

Location Notice.

Mineral Claim.

I, _____, Have this day located this ground as a mineral claim, to be known as the "_____ Mineral Claim," _____ feet in length by _____ feet in breadth. The direction of No. 2 post is _____, and _____ feet of this claim lie to the right and _____ feet to the left of the location line.

Dated this _____ day of _____, 19____.

(Take care to number the posts 1, 2, making the initial post 1.)

R. S. B. C. 1911, c. 157, Form A Schedule.]

FORM 753.*Record of Mineral Claim.*

Mineral Claim.

No of Certificate

Located by

(Set out the name of claim (and if the claim be a fractional one, add the word "fraction"), the name of the locator, and number of receipt form of payment of the record fee of each locator, and the number of each locator's free miner's certificate opposite such name.)

The claim is situate

The direction of the location line is

The length of the claim is feet.

The claim was located on the day of , 19 .

Recorded this day of , 19 .

Mining Recorder.

(If the stakes are not on the location-line, state distance and direction of the posts from the location-line.)

R. S. B. C. 157, Form B. Schedule.]

FORM 754.*Record of Partnership Mineral Claim.*

Mineral Claim.

Located in the partnership name of

The members of the partnership and the numbers of their respective free miners' certificates are:—

The receipt number of the receipt form of payment of the record fee is

The claim is situate

The direction of the location-line is

The length of the claim is feet.

The claim was located on the day of , 19 .

Recorded this day of , 19 .

 Mining Recorder.

(If the stakes are not on the location-line, comply with section 32.)

R. S. B. C. 1911, c. 157, Form C Schedule.]

FORM 755.

Application for Certificate of Work.

Affidavit.

I, , of , in the District of
 free miner, make oath and say:—

I have done, or caused to be done, work on the
 Mineral Claim, situate at , in the District of
 to the value of at least one hundred dollars, since the
 day of , 19 . The following is a detailed state-
 ment of such work:—

*(Set out full particulars of the work done in the twelve
 months in which such work is required to be done by sec-
 tion 48.)*

Sworn, etc.

*This affidavit may be made by an agent, and can be al-
 tered to suit circumstances.*

R. S. B. C. 1911, c. 157, Form D Schedule.]

FORM 756.*Certificate of Work.*

Mineral Claim.

This is to certify that . affidavit setting out a detailed statement of the work done on the above claim since the day of , 19 , made by , has this day been filed in my office: and in pursuance of the provisions of the Act in that behalf, I do now issue this certificate of work in respect of the above claim to .

Dated this day of , 19 .

.....
Gold Commissioner (or Mining Recorder)

R. S. B. C. 1911, c. 157, Form E Schedule.]

FORM 757.*Certificate of Improvements..**Notice of Application.*

Mineral Claim

Situate in the Mining Division of District.

Where located .

Lawful holder .

Number of holder's free miner's certificate .

Take notice that I , Free Miner's Certificate No.

, intend, at the end of sixty days from the date hereof, to apply to the Mining Recorder for a certificate of improvements, for the purpose of obtaining a Crown grant of the above claim.

And further take notice that action, under section 85 of the "Mineral Act," must be commenced before the issuance of such certificate of improvements.

Dated this day of , 19 .

R. S. B. C. 1911 c. 157, Form F Schedule.]

FORM 758.

Application for Certificate of Improvements.

Applicant's Affidavit.

I, _____, of _____, in the District of _____, make oath and say:—

1. I am the recorded holder and am in undisputed possession of the Mineral Claim, situated at _____, in the District (or Division) of _____.

2. I have done, or caused to be done, work on the said claim in developing a mine, and paid money, together amounting to the value of at least five hundred dollars, full* particulars whereof are hereunto annexed, and marked "A."

3. I have found (specify the particular mineral and whether in a vein, lode, or deposit) within the limits of the said claim.

4. I have had the claim surveyed by _____ who has made three plats of the said claim.

5. I have placed one such plat on a conspicuous part of the land embraced in such plat on the _____ day of _____, 19____.

6. I have posted a copy of the notice hereunto annexed, and marked "B" at the same place as said plat is posted, on the _____ day of _____, 19____, and another copy in the Mining Recorder's Office at _____, _____, 19____, which said notice and plat have been posted, and have remained posted for at least sixty days concurrently with the publication of the said notice in the Gazette.

7. I have inserted a copy of the said notice in the Gazette where it first appeared on the _____ day of _____, 19____, and in the _____, a newspaper.

*Particulars must be exclusive of all houses, buildings, and other like improvements.
This affidavit may be made by an agent, duly authorised in writing, and can be altered to suit circumstances.

published in the Province and circulating in the district in which the said claim is situated, where it first appeared on the day of , 19 , and was continuously published for sixty days concurrently with the publication of the said notice in the Gazette prior to the date of this affidavit.

8. I deposited a copy of the field-notes and plat in the Record Office at , on the day of , 19 , and they remained there for reference for sixty days concurrently with the publication of the said notice in the Gazette.
Sworn and subscribed to at
this day of , 19 ,
before me .

R. S. B. C. 1911, c. 157, Form G Schedule.]

FORM 759.

Certificate of Improvements.

Mineral Claim.
This is to certify that , of , in the District of , Free Miner's Certificate No. , has proved to my satisfaction that he has complied with all the provisions of the "Mineral Act" to entitle him to a certificate on improvements in respect of the Mineral Claim, situate at , in the District of ; and in pursuance of the provisions of the said Act I do now issue this certificate of improvements, in respect of the above claim to .
Dated this day of , 19 .

.....
Gold Commissioner.

This certificate will become void unless a Crown grant is applied for within three months from its date.

Form may be altered to suit circumstances.
R. S. B. C. 1911, c. 157, Form H Schedule.]

FORM 760.

Mining Recorder's Certificate.

Mining Division.

District.

Mineral Claim.

Date located,

Date recorded

To

Sir,—I herewith enclose the following documents relating to your application for a certificate of improvements to the above claim:—

Affidavit of , applicant (Form G);

Copy of plat of claim:

Copy of surveyor's field-notes.

And I hereby certify that has published a notice of his intention to apply for a certificate of improvements for sixty days in the Gazette, from the day of , 19 , and newspaper from the , 19 . That during the above period a notice in accordance with section 57, subsection (d), has been posted and a copy of the field-notes and plat of the said claim deposited for reference in my office, and that no notice of any action having been commenced against the issuance of a certificate of improvements to the said claim has been filed in this office up to this date.

The recorded owner of the said claim at this date is

Dated this day of , 19

.....
Mining Recorder.

FORM 761.*Mill-Site.**Notice.*

Take notice that I, _____, of _____, in the District of _____, Free Miner's Certificate No. _____, intend, sixty days from the date hereof, to apply for _____ acres of land for a mill-site, situate at _____, in the District of _____, as a mill-site.

Dated this _____ day of _____, 19 _____.

R. S. B. C. 1911, c. 157, Form J. Schedule.]

FORM 762.*Mill-Site.**Affidavit of Applicant Prior to Lease.*

I, _____, of _____, in the District of _____, Free Miner, make oath and say:—

1. I have marked out the land required by me for a mill-site, by placing a legal post at each corner.

2. I have posted a notice on each such post, and on the Mining Recorder's Office at _____, a copy of which notice is hereunto annexed, and marked "A."

3. The said land is not known to contain minerals, and is not, to the best of my knowledge and belief, valuable as mineral land.

Sworn, etc.

R. S. B. C. 1911, c. 157, Form K Schedule.]

FORM 763.*Lease of Mill-Site.*

This Indenture, made the _____ day of _____, 19____, between _____, the Gold Commissioner for the District of _____ (hereinafter called "the lessor") of the one part, and _____, of _____, in the District of _____, free miner (hereinafter called "the lessee"), of the other part, witnesseth, that in exercise of the powers vested in him by the "Mineral Act," he, the said lessor, doth hereby demise unto the said lessee, his executors, administrators, and assigns, all that (describe the mill-site), for a term of one year from the date hereof, subject to the provisions and conditions of the "Mineral Act" relating to mill-sites.

In witness whereof, the said parties have hereunto set their hands and seals.

Signed, sealed, and delivered by _____ in the presence of _____

R. S. B. C. 1911, c. 157, Form I. Schedule.]

FORM 764.*Mill-Site.**Affidavit of Applicant Prior to Crown Grant.*

I, _____, of _____, in the District of _____, free miner, make oath and say:—
1. I am the lawful holder of the mill-site mentioned in indenture of lease dated _____, and made between _____

2. During the year mentioned in such lease as the term thereof, I put or constructed works or machinery for mining or milling purposes on the said mill-site of the value of at least five hundred dollars.

Sworn, etc.

R. S. B. C. 1911, c. 157, Form M. Schedule.]

FORM 765.*Mill-Site.**Certificate of Improvements.*

This is to certify that _____ has put or constructed works or machinery for mining or milling purposes to the value of at least five hundred dollars on the mill-site described in and demised by indenture dated the day of _____, 19____, and made between _____, during the existence of such lease.

.....
Gold Commissioner.

R. S. B. C. 1911, c. 157, Form N Schedule.]

FORM 766.*Tunnel or Drain License.*

To all whom it may concern:

Take notice that _____, a free miner and the owner of _____, having given security to the amount of _____ for any damage he may do, has this day obtained a license from me to run a tunnel (or drain) from _____ to his said claim (or mine).

The said license is granted on these express conditions
(Set out conditions, if any).

Dated this _____ day of _____, 19____

.....
Gold Commissioner.

R. S. B. C. 1911, c. 157, Form O Schedule.]

FORM 767.

Mill-Site.

Application for Crown Grant.

To the Mining Recorder at _____ :
 Sir,—I enclose herewith the sum of _____ dollars
 and the undermentioned documents:—
 Lease of mill-site;
 Plat of mill-site;
 Surveyor's field-notes;
 Certificate of improvements;
 Affidavit of applicant.
 And I now apply for a Crown grant of the mill-site
 demised by the above-mentioned lease.

Yours respectfully,

R. S. B. C. 1911, c. 157, Form P' Schedule.]

FORM 768.

For a Full Claim.

Mining Division, _____ District.
 I, A. B., of _____, in the _____ Mining
 Division of _____, District, free miner, make oath
 and say:—

1. I am the holder of Free Miner's Certificate No. _____,
 dated _____ day of _____, 19____, and
 issued at _____

2. On the _____ day of _____, 19____,
 I located the _____ Mineral Claim, situated (*here
 describe position of claim as near as possible, giving the
 name or names of any mineral claim or claims it may join*).

3. I have placed a No. 1 and a No. 2 and a discovery post of the legal dimensions on the said claim, with the legal notices on each post.

4. I have written on the No. 1 post the following words:-

5. I have written on the No. 2 post the following words:-

6. That I have found mineral in place on the said claim.

7. That I have marked the line between No. 1 and No. 2 posts as required by section 29 of the "Mineral Act."

8. That to the best of my knowledge and belief the ground comprised within the boundaries of the said claim is unoccupied by any other person as a mineral claim; that it is not occupied by any building or any land falling within the curtilage of any dwelling-house, or any orchard, or any land under cultivation, or any Indian, naval, or military reservation.

Sworn (or declared) at this }
 day of 19 , }
 before me

NOTE.—This affidavit or declaration may be made by an agent.
 R. S. B. C. 1911, c. 157, Form S. Schedule.]

FORM 769.

For Fractional Claim.

Mining Division, District.
 I, A. B., of , in the Mining
 Division of District, free miner, make oath
 and say:—
 1. I am the holder of Free Miner's Certificate No. ,
 dated day of , 19 , and issued
 at .
 2. On the day of , 19 , I
 located the Fractional Mineral Claim, situated

3. This is a fractional claim bounded on the north by
 , on the south by , on the east by
 , and on the west by , and is more
 particularly described on the sketch-plan on the back of
 this declaration.

4. I have placed a No. 1 and a No. 2 and a discovery
 post of the legal dimensions on the said claim, with the
 legal notices on each post.

5. I have written on the No. 1 post the following words:

6. I have written on the No. 2 post the following words:

7. I have found mineral in place on the said fractional
 claim.

8. I have marked the line between No. 1 and No. 2
 posts as required by section 29 of the "Mineral Act."

9. That to the best of my knowledge and belief the
 ground comprised within the boundaries of the said frac-
 tional claim is unoccupied by any other person as a mineral
 claim, that it is not occupied by any building or any land
 falling within the curtilage of any dwelling-house, or any
 orchard, or any land under cultivation, or any Indian,
 naval, or military reservation.

Sworn (or declared) at this)
 day of . 19
 before me ,

NOTE.—This affidavit or declaration may be made by an agent.

NOTE.—Draw sketch-plan on back.

R. S. B. C. 1911, c. 157, Form T Schedule.]

FORMS UNDER THE MINING ACT OF ONTARIO.

FORM 770.*(Coat of Arms).**Mining Act of Ontario.*

DEPARTMENT OF LANDS, FORESTS AND MINES.

No. . Fee \$
(Name of place of issue and date of issue).
 191

Miner's License.

This License is issued to , called the
 Licensee, of the of in consideration
 of the payment of a fee of dollars,
 under and subject to the provisions of *The Mining Act of
 Ontario*, to be in force until and including the 31st day
 of March next succeeding the date hereof and is not trans-
 ferable.

Mining Recorder of

Mining Division.

FORM 771.

Stub for Form 1.

Miner's License.

No. Fee \$
 Name of Mining Division.
 Name of licensee.
 Of
 Date of issue.

FORM 772.

(Coat of Arms).

The Mining Act of Ontario.

DEPARTMENT OF LANDS, FORESTS AND MINES.

Affidavit Verifying Copy of License to a Company to Transact Business in Ontario.

To Wit:

County (or District) of _____
 I, _____, of the _____, of _____,
 in the _____ of _____,
 make oath and say:

1. That I am Secretary (or President, etc.) of (a).

2. That hereto annexed is a true copy of the license issued by the Provincial Secretary of the Province of Ontario, authorizing (a) _____ to transact business in the Province of Ontario.

Sworn before me at _____
 in the _____ of _____,
 this _____ day of _____,
 191 _____

Mining Act of Ontario, Form 2 Schedule and Sec. 23 (6).

(a) Insert corporate name in full.]

FORM 773.*(Coat of Arms).**The Mining Act of Ontario.*

DEPARTMENT OF LANDS, FORESTS AND MINES.

No. of License renewed

Fee \$

No. of Renewal.

(Place, date, and issue of Renewal)

191

Renewal of Miner's License.

This Renewal of Miner's License No. _____, issued by the Mining Recorder of _____, Mining Division, on the _____ day of _____, 191____, to _____, of _____, called the licensee, is issued to the licensee in consideration of the payment of the fee of _____ dollars, and under and subject to the provisions of the Mining Act of Ontario, renews the said license until and including the 31st day of March next succeeding the date hereof, and is not transferable.

Mining Recorder of

Mining Division.

Stub for Form 3.

Renewal of Miner's License.

No. of License renewed

Fee \$

No. of Renewal.

Name of Licensee.

Name of Mining Division.

Date of issue of original License.

Date of issue of Renewal.

Mining Act of Ontario, Form 3 Schedule & Sec. 27.]

FORM 774.*(Coat of Arms)**The Mining Act of Ontario.*

DEPARTMENT OF LANDS, FORESTS AND MINES.

Application to record the staking out of a Mining Claim.

To the Mining Recorder of Mining Division:

Application is hereby made under the provisions of The Mining Act of Ontario to record the staking out of a mining claim containing _____ acres or thereabout, composed of the area shown on the sketch or plan hereto attached and more particularly described as follows:—

The lengths of the outlines of the claim are as follows:

The name of the claim is

The discovery post is situate _____ feet from No. 1 post.

The discovery of valuable mineral in place, upon which this claim is based, was made on the _____ day of _____, 191____, at _____ o'clock _____ m., by _____, holder of Miner's License No. _____.

The claim was staked out and the lines cut and blazed thereon on the _____ day of _____, 19____.

The claim was staked out and is to be recorded in the name of _____, who resides at _____, whose post office address is _____, and who is holder of Miner's License No. _____, dated the _____ day of _____, 19____, issued by the Mining Recorder of Mining Division.

Dated at _____, this _____ day of _____, 19____.

Name of applicant, License No. _____.

NOTE.—If the applicant is not a resident of Ontario the name, residence and post office address of some person resident in Ontario upon whom service may be made, must be given as follows:

Service may be made upon _____, who resides at _____, in Ontario, and whose post office address is _____.

FORM 77.*(Coat of Arms).**The Mining Act of Ontario.*

DEPARTMENT OF LANDS, FORESTS AND MINES.

Application for a Free Grant.

To the Mining Recorder of

Mining Division:

The undersigned, holder of Miner's License No. ,
issued by the Mining Recorder of Mining Division,
claims to be the first discoverer of valuable metal, ore, or
mineral, at a point which is not less than five miles from
the nearest known mine, vein, lode, or deposit of the same
kind of metal, ore or mineral, as follows:

The discovery by me is of (a).

The location of the discovery is as shown on the accom-
panying sketch or plan.

The nearest mine, vein, lode, or deposit of the same
kind of metal, ore or other mineral, known to me, is at .

I claim to be entitled to the said mining claim without
payment of purchase price according to the Mining Act of
Ontario.

I reside at , and my post office address is

Dated at this day of ,
191 .

Name of Licensee.

Post Office address of Licensee.

Mining Act of Ontario, Form 5 Schedule & Sec. 59 (2).]

(a) State the kind of metal, ore or mineral.

FORM 776.

(Coat of Arms).

The Mining Act of Ontario.

DEPARTMENT OF LANDS, FORESTS AND MINES.

Affidavit of Discovery and Staking Out of a Mining Claim.

County (or District) of _____ I, _____, of the _____, in _____, of _____, the _____, holder of Miner's License No. _____, dated the _____ day of _____, 191 _____, issued by the Mining Recorder of _____ Mining Division, make oath and say:

1. That on the _____ day of _____, 191 _____, at the hour of _____ o'clock _____ m., I discovered valuable mineral in place upon the lands comprised in the mining claim described and shown in the application and sketch or plan hereto attached, and such discovery consisted of _____ (Give particulars of discovery, kind of ore or mineral, also, if possible, kind of rock enclosing it).

2. That the said claim was staked out upon the said discovery on the _____ day of _____, 191 _____, as shown in the said application and sketch or plan hereto attached.

3. That the distances given in the said application and sketch or plan are as accurate as they could reasonably be ascertained, and that all the other statements and particulars set forth and shown in the said application and sketch or plan are true and correct.

4. That the time of such staking out there was nothing upon the said lands to indicate that they were not open to be staked out as a mining claim, and I verily believe that they were so open and that the said staking out is valid and should be recorded.

Sworn before me at _____, _____
in the _____, of _____,
this _____ day of _____,
A.D. 191 _____.

Mining Act of Ontario, Form 6, Schedule and Sec. 59 (3).]

(Coat of Arms).

DEPARTMENT OF LANDS, FORESTS AND MINES.

County (or District) of) I, _____, of _____,
in the _____, of _____,
To Wit:) make oath and say:

Sworn, etc.

Mining Act of Ontario Form 7 Schedule and Sec. 50 (3).]

FORM 778.

(Coat of Arms).

The Mining Act of Ontario.

DEPARTMENT OF LANDS, FORESTS AND MINES.

Dispute Against a Recorded Claim.

To the Mining Recorder of Mining Division:

I, , holder of Miner's License No. ,
hereby dispute Mining Claim No. , recorded in
the name of , upon the lands known and des-
cribed as

1. The said claim is illegal or invalid, because (state
fully how and why illegal or invalid).

2. (If it is claimed that the disputant or another
licensee in whose behalf he is acting is entitled to be re-
corded for or is entitled to any right of interest in the
lands or mining rights, or any part thereof, a statement to
that effect must here be inserted, giving particulars).

I reside , and my post office address is .

Dated this day of , 19 .

Signature of disputant

Address for service

(This must be a place within 5 miles of the Recorder's
office.)

Mining Act of Ontario. Form & Schedule and Sec. 63 (1).]

(Coat of Arms).

The Mining Act of Ontario.

DEPARTMENT OF LANDS, FORESTS AND MINES.

Affidavit Verifying Dispute.

County (or District) of _____, of the _____,
 _____, of _____, in the _____,
 _____, holder of Miner's
 To Wit: _____, make oath and say:—
 License No. _____

1. I am the licensee signing the dispute attached hereto
2. I have personal knowledge of the matters in said dispute mentioned, and I swear that the statements therein set forth are true and correct in substance and in fact.
3. The said dispute is, as I verily believe, one that is justified according to The Mining Act of Ontario, and the said dispute is not made for any improper purpose.

Sworn before me at
in the of
this day of
A.D. 191 .

Mining Recorder of

Mining Division.

MINING, ONTARIO.

803

FORM 780.

(Coat of Arms).

The Mining Act of Ontario.

DEPARTMENT OF LANDS, FORESTS AND MINES.

No.

Fee \$

Certificate of Record of Staking Out of Mining Claim.

I hereby certify that I have this day granted to
of , the holder of Miner's License No. ,
dated , day of 191 , (issued by the
Mining Recorder of the Mining Division), a
certificate of record of mining claim No. , known
as , containing acres, more or less.
Dated at , this day of
191 .

Mining Recorder of

Mining Division.

Mining Act of Ontario, Form 10, Schedule & Sec. 64.]

FORM 781.

(Coat of Arms).

The Mining Act of Ontario.

DEPARTMENT OF LANDS, FORESTS AND MINES.

Transfer of an Unpatented Mining Claim.

The undersigned, holder of Miner's License No.
issued by the Mining Recorder of
Division, in consideration of the sum of

Mining
dollars

(receipt whereof is hereby acknowledged), doth hereby transfer to _____, who resides at _____, whose post office address is _____, and who is holder of Miner's License No. _____, issued by the Mining Recorder of _____ Mining Division (a) the interest of the undersigned in Mining Claim No. _____ in the _____ Mining Division, particularly described as follows:

Dated at _____, this _____ day of _____, 191 .

Witness,

Signature of Transferor.

NOTE 1.—If transferor is not a resident of Ontario the name, residence and post office address of some person resident in Ontario, upon whom service may be made, must be given, as follows: Service may be made upon _____, who resides at _____, in Ontario, and whose post office address is _____.

NOTE 2.—Affidavit in next following form must be attached.
Mining Act of Ontario, Form 11 Schedule & Sec. 72.]

FORM 782.

(Coat of Arms).

The Mining Act of Ontario.

DEPARTMENT OF LANDS, FORESTS AND MINES.

Affidavit of Subscribing Witness Verifying Transfer or Other Instrument.

I, _____ of the _____ County (or District) of _____ of _____ in the county _____ (or District) of _____ make oath and say:

1. That I was personally present and did see the annexed (or within) instrument signed and executed by _____, one of the parties thereto;

(a) Specify interest conveyed—"All," "an undivided one-half of," etc., as the case may be.

2. That the said instrument was executed at ;
3. That I know the said party;
4. That I am a subscribing witness to the said instrument.

Sworn before me at
in the , of)
this day of ,)
191 .

Mining Act of Ontario, Form 12. Schedule and Sec. 73.]

FORM 783.

(Coat of Arms).

The Mining Act of Ontario.

DEPARTMENT OF LANDS, FORESTS AND MINES.

Certificate that Interest in Claim in Question.

I certify that in a proceeding commenced by
who resides at , and whose post office address
is , an interest is called in question in Min-
ing Claim (or as the case may be), No. , re-
corded in Mining Division in the name of
, upon the following lands:

The nature of the proceeding is

Dated this day of , 19

Mining Commissioner or Mining Recorder.

Mining Act of Ontario, Form 13 Schedule & Sec. 77 (2).]

FORM 784.

(Coat of Arms).

The Mining Act of Ontario.

DEPARTMENT OF LANDS, FORESTS AND MINES.

Report of Work (a).

To the Mining Recorder of Mining Division:

I, the undersigned, holder of Mining License No. _____,
 (issued by the Mining Recorder of Mining Division), being the holder of (b) _____ No. _____,
 (comprising the lands known and described as _____),
 hereby state and report that I (c) have in conformity with
 The Mining Act of Ontario performed or caused to be per-
 formed thereon _____ days' work, not before reported,
 consisting of (*describe work done*), and that the names and
 residences of the men who performed the said work and the
 dates upon which each man worked in its performance are
 as follows:

I reside at _____, and my post office address is _____.

Dated at _____, this _____ day of _____,
 191 _____.

Name of Licensee.

(In filling in the above report the dates upon or between which
 the work was performed should be specifically stated.)

Mining Act of Ontario, Form 14 Schedule 1

(a) This report must be filed with the Mining Recorder not
 later than ten days after the time within which such mining oper-
 ations are required to be performed.

(b) State whether mining claim, quarry claim or working per-
 mit.

(c) I, or _____, on my behalf, (as the case may be).

FORM 785.

(Coat of Arms).

The Mining Act of Ontario.

DEPARTMENT OF LANDS, FORESTS AND MINES.

Affidavit Verifying Report of Work.

County (or District) of _____ I, _____ of the _____,
To Wit: _____ of _____, in the _____,
_____ of _____, make oath
and say:

1. That the statements contained in the annexed report
by _____, the holder of Miner's License No. _____
to the Mining Recorder of _____ Mining Division,
relating to the performance of mining operations on (a)
No. _____, are true and correct in every particular.

2. That the statement contained in the preceding para-
graph is based upon the following information:

Sworn before me at _____
in the _____, of _____ S _____ P. O. address of Licensee.
this _____ day of _____, _____ Name of Licensee.
191 .

Mining Recorder of _____ Mining Division.

(a) State whether mining claim, quarry claim, or working
permit.

Mining Act of Ontario, Form 15 Schedule & Sec. 78 (3).]

FORM 786.

(Coat of Arms).

The Mining Act of Ontario.

DEPARTMENT OF LANDS, FORESTS AND MINES.

No. Fee \$
Name of place of issue and date of issue.*Certificate of Performance of Working Conditions (a).*

This is to certify that _____, of _____
holder of Miner's License No. _____ (issued by Min-
ing Recorder of _____ Mining Division), licensee of
(a) has performed all necessary mining operations on the
said (a) to my satisfaction for the period of _____
months (or year) ending the _____ day of _____,
19 _____ Mining Recorder.

Stub for Form.

No.

Date.

Name of Licensee.

Number of License.

Name of Mining Claim.

(a). State whether mining claim, quarry claim or working permit.

Mining Act of Ontario, Form 16 Schedule and Sec. 78 (4).]

FORM 787.

(Coat of Arms).

The Mining Act of Ontario.

DEPARTMENT OF LANDS, FORESTS AND MINES.

*Notice of Intention to Perform on One Mining Claim Work
for Contiguous Claims.*

To the Mining Recorder of

Mining Division:

I, the undersigned holder of Miner's License No. _____,
(issued by the Mining Recorder of _____ Mining Division), hereby notify you that I am holder of mining claim-
numbers _____ and _____, which are contiguous
to each other, and that during the years 19____ and 19____
it is my intention to perform upon said Mining Claim No. _____
all the work required by the provisions of The
Mining Act of Ontario, to be performed upon said mining
claims.

I reside at _____

, and my post office address is _____

Dated at _____

19____

, this _____

day of _____

Name of Licensee, _____

Mining Act of Ontario, Form 17 Schedule and Sec. 78 (5).]

FORM 788.

(Cont of Arms).

The Mining Act of Ontario.

DEPARTMENT OF LANDS, FORESTS AND MINES.

Notice of Abandonment of a Mining Claim, etc.

To the Mining Recorder of

Mining Division:

The undersigned, holder of Miner's License No. _____,
issued by the Mining Recorder of _____ Mining Divi-
sion, and holder of Mining Claim No. _____, hereby
abandon all interest in said mining claim, and authorizes
you to record such abandonment in the books of your office.

I reside at _____, and my post office address is

Dated at _____, this _____ day of _____
19 _____

Name of Licensee.

P. O. Address of Licensee.

NOTE.—If quarry claim, working permit or boring permit, modify form accordingly.

Mining Act of Ontario Form 18 Schedule and Sec. 81 (1).]

FORM 759.*(Coat of Arms).**The Mining Act of Ontario.*

DEPARTMENT OF LANDS, FORESTS AND MINES.

Application for Working Permit.

The undersigned _____, holder of Miner's License No. _____, dated the _____ day of _____ 19____, issued by the Mining Recorder of the _____ Mining Division, hereby applies to the Mining Recorder of the _____ Mining Division for a working permit of the area consisting of _____ acres, more or less, according to the sketch or plan attached hereto, more particularly described as follows:

The area was staked out and the lines cut and blazed on the _____ day of _____ 19____, and the name by which the said area may be known is _____.

I reside at _____, and my post office address is _____.

Dated at _____, this _____ day of _____ 19____.

Service may be made upon _____, who resides at _____, in Ontario, and whose post office address is _____.

NOTE.—If the applicant is not a resident of Ontario, the name, residence and post office address of some person resident in Ontario, upon whom service may be made, must be given, as follows:—

Mining Act of Ontario Form 19 Schedule and Sec. 94. para. (6).]

FORM 790.*(Coat of Arms.)**The Mining Act of Ontario.*

DEPARTMENT OF LANDS, FORESTS AND MINES.

Affidavit to Accompany Application for Working Permit.

County (or District) of } I, of the
 To Wit: } of in the
 holder of Miner's License No.
 dated 19
 issued by the Mining Recorder of Mining Division.
 sion, make oath and say:

1. That the sketch or plan hereto attached is correct and correctly shows the location of the posts referred to in the annexed application for working permit, and their distances from each other in feet as accurately as I could reasonably ascertain the same, and all the other statements in said application are true and correct.

2 That at the time of staking out the area described in said application there was nothing on said area to indicate that it was not open to be staked for a working permit, and I know of no reason why said application is not valid, and I verily believe that I am entitled under the provisions of The Mining Act of Ontario to make the said application.

3. That the application for the said working permit is made on behalf of of the of
 in the of holder of Miner's License
 No. dated the day of 19
 issued by the Mining Recorder of Mining Division.

Sworn before me at the)
 of
 in the of
 this day of)
 A.D. 19
 Mining Recorder of Mining Division.
 Mining Act of Ontario, Form 20 Schedule and Sec. 94 (para. b).]

FORM 791.

(Coat of Arms.)

The Mining Act of Ontario.

DEPARTMENT OF LANDS, FORESTS AND MINES.

*Certificate of Mining Recorder of Application for Working
Permit to be Affixed to No. 1 Post.*

The undersigned hereby certifies that _____ of
_____, the holder of Miner's License No. _____
dated the _____ day of _____ 19____, and issued by
the Mining Recorder of the _____ Mining Division, has
this day applied to me for a working permit of the area
described as follows:

_____ said to have been staked out by said licensee for himself
or _____, holder of Miner's License No. _____ dated
the _____ day of _____ 19____, issued by the Min-
ing Recorder of the _____ Mining Division (or as the
case may be), on the _____ day of _____ 19____.

Dated at _____ the _____ day of _____ 19____.

Mining Recorder of _____ Mining Division.

Mining Act of Ontario, Form 21 Schedule and Sec. 94, para. (c).1

FORM 792.*(Coat of Arms.)**The Mining Act of Ontario.*

DEPARTMENT OF LANDS, FORESTS AND MINES.

Working Permit.

Fee \$5.00.

No.

Pursuant to the provisions of The Mining Act of Ontario, and subject thereto, a Permit is hereby granted to
 of _____, the holder of License No. _____, dated
 this _____ day of _____ 19____, issued by the
 Mining Recorder of _____ Mining Division to enter into
 exclusive possession, for the purpose of prospecting for miner-
 als, of the area consisting of _____ acres, more or less,
 defined in the sketch or plan attached hereto, and more par-
 ticularly described as follows:

and to work thereon during the period of six months from the
 day of the date hereof, together with such renewal (if any)
 as is contained in the renewal hereof endorsed hereon.

Dated at _____, this _____ day of _____, 19____.

Mining Recorder of _____ Mining Division.

Mining Act of Ontario, Form 22 Schedule and Sec. 94 (2).1

FORM 793.

(Coat of Arms.)

The Mining Act of Ontario.

DEPARTMENT OF LANDS, FORESTS AND MINES.

*Notice to be Posted up by the Mining Recorder in his Office
of the Application for a Working Permit.*

Notice is hereby given that _____ of
the holder of Miner's License No. _____, dated the
day of _____ 191____, and issued by the Mining Recorder
of _____ Mining Division, has this day applied to me
for a Working Permit of the area described as follows:

said to have been staked out by said Licensee for himself,
or holder of Miner's License No. _____ dated the
day of _____ 19____, issued by the Mining
Recorder of _____ Mining Division, (or as
the case may be) on the day of _____ 19____.
Dated at _____ the day of _____ 19____.
Mining Recorder of _____ Mining Division.

Mining Act of Ontario, Form 23 Schedule and Sec. 95.]

FORM 794.

(Coat of Arms.)

The Mining Act of Ontario.

DEPARTMENT OF LANDS, FORESTS AND MINES.

Notice of Issue of Working Permit to be Affixed to No. 1 Post.

I hereby give notice that on the _____ day of
19____, a Working Permit, under the provisions of The Min-
ing Act of Ontario, was issued by me to _____, the holder
of License No. _____, dated the _____ day of _____

19 , issued by the Mining Recorder of the Mining Division, such Working Permit being for (*insert description of land*) and to run for six months from the day of the date of same.

Dated at , this day of 19 .
Mining Recorder of Mining Division.

Mining Act of Ontario, Form 24 Schedule and Sec. 97.]

FORM 795.

(Coat of Arms.)

The Mining Act of Ontario.

DEPARTMENT OF LANDS, FORESTS AND MINES.

Transfer of Working Permit.

The undersigned, holder of Miner's License No. (issued by the Mining Recorder of Mining Division), in consideration of the sum of dollars (the receipt whereof is hereby acknowledged), hereby transfers to who resides at , and whose post office address is , and who is holder of Miner's License No. (issued by the Mining Recorder of Mining Division), (a). of the undersigned, in Working Permit No. , dated the day of 19 , issued by the Mining Recorder of Mining Division.

Dated at , this day of 19 .
Witness,

Signature of Transferor.
Post Office address of Transferor.

NOTE.—Affidavit, Form 12 (Form 782) must be attached. If transferee is not a resident of Ontario, an address for service must be given, as shown in note under Form.

(a). State interest transferred.
Mining Act of Ontario, Form 25 Schedule and Sec. 100.]

FORM 796.

(Coat of Arms.)

The Mining Act of Ontario.

DEPARTMENT OF LANDS, FORESTS AND MINES.

Renewal of Working Permit.

(To be endorsed on original Working Permit.)

The period within which _____ of _____ holder
of Miner's License No. _____, is authorized to have exclu-
sive possession, for the purpose of prospecting for minerals,
of the area described in Working Permit No. _____ and to
work same, is hereby renewed and extended until and includ-
ing the _____ day of _____ 19 _____.

Dated at _____, this _____ day of _____ 19 _____
Mining Recorder of _____ Mining Division.

Mining Act of Ontario, Form 26 Schedule and Sec. 101.]

FORM 797.

(Coat of Arms.)

The Mining Act of Ontario.

DEPARTMENT OF LANDS, FORESTS AND MINES.

Application for Patent of a Mining Claim.

To the Mining Recorder of _____ Mining Division.
The undersigned, holder of Miner's License No. _____
(issued by the Mining Recorder of _____ Mining Division)
and as holder of Mining Claim No. _____, applied for the
issue of a patent thereon.

DOMINION CONVEYANCER.

All work to be performed thereon has been duly performed and I now hand you _____ dollars, the purchase money thereof, and request the issue of a patent thereof to _____ of _____ being the holder of Miner's License No. _____ (issued by the Mining Recorder of _____ Mining Division).
 I reside at _____, and my post office address is _____
 Dated at _____ this _____ day of _____ 19 _____
 Name of Licensee Applicant.

NOTE.—If the applicant is not a resident of Ontario, an address for service must be given as shown in note under Form.

Mining Act of Ontario Form 27 Schedule and Sec. 106 (2).]

FORM 798.

(Coat of Arms.)

The Mining Act of Ontario.

DEPARTMENT OF LANDS, FORESTS AND MINES.

Boring Permit. (a)

No. _____ Fee \$ _____
 Pursuant to the provisions of The Mining Act of Ontario, and subject thereto, a Boring Permit is hereby granted to _____ of _____, the holder of Miner's License No. _____, dated the _____ day of _____ 19 _____, issued by the Mining Recorder of _____ Mining Division, to enter upon and prospect the area set forth and described in the sketch or plan attached hereto, for petr 'um, natural gas, coal or salt, and to work thereon during a period of one year from the day of the date hereof.

Dated at _____
 this _____ day of _____
 A.D. 19 _____

Minister of Lands, Forests and Mines.

(a). This permit is to be in duplicate, and one of such duplicates is to be retained in the office of the Bureau of Mines.

Mining Act of Ontario, Form 28 Schedule and Sec. 119 (1).]

FORM 799.

(Coat of Arms.)

The Mining Act of Ontario.

DEPARTMENT OF LANDS, FORESTS AND MINES.

Application for Boring Permit. (a)

The undersigned, holder of Miner's License
No. , dated the day of 19 ,
(issued by the Mining Recorder of Mining Division),
hereby applies to the Mining Recorder of
Mining Division, for a Boring Permit to prospect for petro-
leum, natural gas, coal or salt, of the area consisting of
acres, more or less, according to the sketch or plan
attached hereto, more particularly described as follows:

The area was staked out and posts were planted on the
day of 19 , and the name by which the
said area may be known is

I reside at , and my post office address is

Dated at this day of 19 .

Signature of Licensee in full.

NOTE.—If the applicant is not a resident of Ontario, an address
for service must be given as shown in note under Form 7 (Form
774).

(a). This form must be in duplicate.

Mining Act of Ontario, Form 29 Schedule and Sec. 119 (R).]

FORM 800.

(Coat of Arms.)

The Mining Act of Ontario.

DEPARTMENT OF LANDS, FORESTS AND MINES.

Affidavit to Accompany Application for Boring Permit. (a)

I,
 County (or District) of of the of
 To Wit: in the of
 make oath and say:

1. That I am the holder of Miner's License No. 19 issued by
 dated the day of Mining Division.
 the Mining Recorder of

2. That the sketch or plan hereto attached is correct, and
 correctly shows the location of the posts referred to and the
 distance from each in feet, and all the statements and par-
 ticulars set out in the said application are true and correct.

3. That I have no knowledge of and have never heard of
 any adverse claim to the issuing of a Boring Permit in the
 area described in the said application.

4. That the said application for said Boring Permit is
 made on behalf of of in the
 of holder of Miner's License No. issued
 by the Mining Recorder of Mining Division.
 sworn before me at

on

in the

this

day of

A.D. 19

Mining Recorder of

Mining Division.

(a). *This affidavit must be in duplicate.*

Mining Act of Ontario. Form 30 Schedule and Sec. 119 (B).1

FORM 301.

(Coat of Arms.)

The Mining Act of Ontario.

DEPARTMENT OF LANDS, FORESTS AND MINES.

Transfer of Interest in a Boring Permit.

The undersigned, holder of Miner's License No. _____
(issued by the Mining Recorder of _____ Mining Division),
in consideration of the sum of _____ dollars (receipt
whereof is hereby acknowledged), hereby transfers to
who resides at _____, and whose post office address
is _____, holder of Miner's License No. _____ (issued
by the Mining Recorder of _____ Mining Division), (a)
of the undersigned in Boring Permit No. _____, dated
the _____ day of _____ 19____, issued by the Min-
ister of Lands, Forests and Mines.

Dated at _____ the _____ day of _____ 19____.

Signature of Transferor.

Post Office address of Transferor.

NOTE.—Affidavit, Form 12 (Form 782) must be attached, and
if the transferee is not a resident of Ontario, an address for service
as shown in note under Form 12 must be given.

(a). State interest transferred.

Mining Act of Ontario, Form 31 Schedule and Sec. 119 (7).]

FORM 802.*(Coat of Arms.)**The Mining Act of Ontario.*

DEPARTMENT OF LANDS, FORESTS AND MINES.

Certificate of a Mining Partnership.

This is to certify that the undersigned have formed a mining partnership, and that the following particulars thereof are true and correct:

(a) The names in full and addresses of all the partners are as follows:

(b) The name under which the partnership is to be conducted is as follows:

(c) The total number of shares into which said partnership is divided is:

(d) The number of shares of said partnership owned by each partner is as follows:

(e) 1. The said partnership commenced on the day of 19 .

2. The date at which the partnership is to terminate is

(f) The name, address and occupation of the agent (a) of the partnership with whom all contracts may be made or entered into on behalf of the partnership is as follows:

Dated at the day of A.D. 19 .

Signatures of Members of Partnership.

The undersigned, being the duly appointed Agent of the above-named partnership referred to in this certificate thereof, hereby consents to act as Agent of the said partnership.

Dated at this day of 19 .

Name of Agent.

P.O. address of Agent.

(a) The agent must be some individual resident in Ontario, or an incorporated company having its head office in Ontario.

Witness:

Mining Act of Ontario Form 32 Schedule and Sec. 122 (1).]

FORM 804.*(Coat of Arms.)**The Mining Act of Ontario.*

DEPARTMENT OF LANDS, FORESTS AND MINES.

Certificate of Appointment of a New Agent of a Mining Partnership.

The undersigned, being the majority in interest for the time being of the recorded members of mining partnership known as " , " hereby appoint of the of in the of to be the agent of the said partnership, in the place and stead of of , formerly agent of the said partnership, and now deceased.

Dated at , this day of 19 .
Witness :

Signatures of Partners.

Mining Act of Ontario, Form 34 Schedule and Sec. 122 (5) & (6).]

FORM 805.*(Coat of Arms.)**The Mining Act of Ontario.*

DEPARTMENT OF LANDS, FORESTS AND MINES.

Transfer of Share in a Mining Partnership.

The undersigned, member of the mining partnership known as " , " in consideration of the sum of

MINING, ONTARIO.

823

dollars (receipt of which is hereby acknowledged) hereby
transfers to of the of in the
of share in said mining partnership, and hereby auth-
orizes the Mining Recorder of Mining Division to
record the transfer thereof in the books of his office.

Dated at , this day of 19 .
Witness:

Name of Partner.

Post Office Address.

Mining Act of Ontario, Form 35 Schedule and Sec. 122 (7).]

FORM 300.

The Mining Act of Ontario.

DEPARTMENT OF LANDS, FORESTS AND MINES.

Dissolution of a Mining Partnership.

This is to certify that the mining partnership which
has heretofore existed between the undersigned, under the
name of " " is hereby dissolved, and the Mining
Recorder of Mining Division is hereby authorised
to record the dissolution thereof in the books of his office

Dated at , this day of 19 .
Witness:

Signature of Partners.

Mining Act of Ontario, Form 36 Schedule and Sec. 122 (9).]

FORM 807.

(Coat of Arms.)

The Mining Act of Ontario.

DEPARTMENT OF LANDS, FORESTS AND MINES.

Notice of Appeal to the Mining Commissioner.

In the matter of Mining Claim No. _____ (or as the case
may be) Lot _____ in the _____ Concession,
in the Township of _____ (or as the case may be),
Mining Division.

Take notice that (1) _____ holder of Miner's License No. _____, hereby appeal to the Mining Commissioner from the decision (*or act or refusal*) of the Mining Recorder given (*or done*) on the _____ day of _____ 19____, wherein (*or by which*) he (*state briefly what is appealed against*).

The grounds of objection to said decision (or act or refusal) are (state briefly in what respect and why the decision (or act or refusal) is claimed to be wrong).

I reside at _____, and my post office address is _____
Dated this _____ day of _____ 19____.

Name of Appellant.....

Address for Service.....

(This must be a place within 5 miles from the Recorder's Office.)

To the Mining Recorder
of Mining Division.
And to (names of adverse parties,
if any).

FORM 808.

(Coat of Arms.)

The Mining Act of Ontario.

DEPARTMENT OF LANDS, FORESTS AND MINES.

Notice of Claim or Dispute.

Take notice that I claim (or dispute) (state the nature of the claim or dispute) and that the grounds of my claim (or dispute) are the following (state briefly but clearly the grounds of the claim or dispute).

I reside at _____, and my post office address is _____

Dated at _____, this _____ day of _____ 19 _____

Service may be made upon _____, who resides at _____ in Ontario, and whose post office address is _____

Mining Act of Ontario, Form 38 Schedule and Sec. 136 (4).]

FORM 809.

Crown Lease of Mining Lands.

Province _____

of Ontario.

GEORGE THE FIFTH, by the grace of God of the United Kingdom of Great Britain and Ireland, King, defender of the faith, etc., etc. To all to whom

these presents shall come. Greeting;

Know ye that in consideration of and subject to the provisoes, conditions and restrictions hereinafter contained, we have demised and leased, and do hereby demise and lease

unto _____, hereinafter called the lessee, _____ executors, administrators and assigns, all that parcel or tract of land situate, lying and being in the _____ and Province of Ontario _____, containing by admeasurement _____ acres, more or less, and all those mines, veins, seams, beds or deposits of mineral, ore or metal in or on or under the said lands, together with all and singular the easements, advantages and appurtenances which are now or at any time during the term hereby granted may be held, occupied or enjoyed therewith for the purpose of mining upon and under the said lands; and also with full power to the said lessee _____ executors, administrators and assigns, and his and their contractors, agents and workmen, to dig, sink, drive, bore, make and use excavations, pits, shafts, levels, drifts, tunnels, wells, water-course and other works necessary for winning, raising and removing the mineral, ore or metal in or on or under the said land; and to make and construct on the said land, races, drains, dams, reservoirs, roads, tramways and railways; and to erect on the said land all buildings, furnaces, roasting-beds, engines, pumps, machinery and appliances necessary for the purpose of winning, raising, treating and reducing the mineral, ore or metal in or on or under the said land, and for effectually carrying on all such mining and reducing works.

To have and to hold the said land and premises with the appurtenances unto the said lessee, _____ executors, administrators and assigns for the full end and term of ten years, to be computed from the _____ day of _____ yielding and paying therefor unto us, our heirs and successors in advance, at the Treasury Department, Toronto, for the first year of the said term the rent or sum of _____ dollars, and for each and every subsequent year in advance, and at said department, the rent or sum of _____ dollars of lawful money of Canada, clear from all rates, taxes and assessments to which the said lands and premises are now or at any time during the said term may be subject or liable, and from all manner of deduc-

tions whatsoever, the first of such payments to be made at or before the execution and delivery of these presents, and all subsequent payments to be made in advance on or before the first day of _____ in each and every year thereafter, with the right of renewal of said lease for a further term of ten years at the same rental if the _____ requirements, provisions and conditions herein contained have been performed and fulfilled on the part of the said lessee, his executors, administrators or assigns and thereafter with the further right of renewal for a term of twenty years on such terms and conditions, and with such requirements and provisions, and at such rent as may be provided by law or the regulations now in force, or which shall hereafter be made; and so from time to time the said lease may be renewed at the expiration of every twenty years: subject nevertheless, to the reservations, provisoes, terms and conditions contained in The Mines Act. _____ and reserving unto us, our heirs and successors, all pine trees standing or being on such lands as provided by section 112, sub-section 1, of the said Mines Act, and also saving, excepting and reserving unto us, our heirs and successors the free use, passage and enjoyment of, in, over and upon all navigable waters which shall or may hereafter be found on or under, or be flowing through or upon any part of the said parcel or tract of land hereby demised as aforesaid, and reserving also right of access to the shores of all rivers, streams and lakes for all vessels, boats and persons, together with the right to use so much of the banks thereof not exceeding one chain in depth from the water's edge as may be necessary, for fishery purposes; reserving also the right to grant, without compensation to any person or corporation the right of way necessary for the construction and operation of one or more railways over or across the lands herein leased without let or hindrance from the lessee _____ executors, administrators, or assigns where such railway or railways shall not manifestly or materially interfere with the mining operations carried on upon the said premises.

But nevertheless this lease is made upon the condition that the said lessee, executors, administrators or assigns shall, in the first seven years of the said first term of ten years expend in stripping or in opening up mines, in sinking shafts, or in other actual mining operations the sum of dollars, such expenditure to consist of labour actually performed by grown men at the rate of two dollars and a half per day, or of payment therefor, or for explosives or other mining material for use on the said parcel of land, and shall also observe and perform such other conditions as have been or may hereafter be prescribed by regulations by our Lieutenant-Governor in Council.

Provided that in default of compliance with any of the above terms, requirements, provisions and conditions, or of payment of rent as aforesaid during the said term, the land, mines and minerals, with the right of access thereto and removal therefrom and all mining rights upon, under or connected with such parcel of land, and every clause, matter and thing herein contained shall revert to and become the property of and be vested in us, anything herein contained to the contrary notwithstanding. But the lessee may defeat the forfeiture by payment of the full amount of rent within ninety days from the date hereinbefore appointed for payment thereof, and unless the whole rent is paid within ninety days from the appointed day the lease shall be absolutely forfeited and void, any statute, law, usage or custom to the contrary notwithstanding, and all claims of any and every kind and description of the lessee, or executors, administrators or assigns shall after such last-mentioned period forever cease and determine.

Provided however, that the said lessee, executors, administrators or assigns on the termination hereof for whatever cause and within three months may, if all claims for rent and royalty have been duly satisfied and all terms, requirements, provisions and conditions hereof have been duly fulfilled, remove from the said parcel of land all engines,

tools, machinery, railway tracks and structures which he or they may have placed or erected thereon, but shall not remove or impair any supports placed in the mine nor any timbers or frame-work necessary to the use and maintenance of shafts or other approaches to the mine, or tramways and ladders within the mine, or any other article, matter or thing the removal whereof might cause the said mine to fall, cave in or give way; in default whereof such plant, machinery, tracks and structures shall be ipso facto forfeited.

Provided also, that all ores and minerals won, raised or taken from the said land after seven years from the date hereof shall be subject to a royalty as provided by the section of The Mines Act, or as may or shall be imposed by any Order in Council or regulation made thereunder or by virtue thereof, but so as not to exceed the rates imposed by the statute now in force, or which may be imposed thereunder by Order in Council or regulation; such royalty to be payable to the Treasury Department on or before the twentieth days of April, July, October and January of each year during the period hereinbefore expressed or during the said term or terms, or until this lease shall be cancelled; for the mineral, ore or metal mined and produced on the said land during the three months preceding the first day of the month in which the payment is to be made as aforesaid, and the lessee, executors, administrators or assigns shall, at the time of such payment, transmit to the Commissioner of Crown Lands, an exact and truthful statement of the amount of mineral ore or metal removed during the three months for which such payment shall be made, verified by the statutory declaration of the lessee, or the manager or other officer having the charge, control and direction of the works, and by such other person or in such other way as may be required by any order, demand or regulation in that behalf; but the commissioner shall possess the right by a duly authorized officer or agent to inspect, revise and test the correctness of such statement at any time and in such manner as

may seem proper to adopt, it being understood that any errors in these respects when ascertained shall be recognised and corrected; and we do reserve and shall at all times possess, have and hold a lien upon all ore mined and on all improvements made on such premises by the lessee, executors, administrators or assigns for any unpaid balance on account of rent or royalty.

Provided further, that if the said yearly rent or any royalty shall be in arrear for ninety days after the same shall have become payable, whether such rent or royalty shall have been legally demanded or not, any officer or agent appointed or authorized thereto by the Commissioner of Crown lands may enter upon the said parcel of land and seize and distrain all mineral, metals and ores actually won, raised and taken therefrom, and all machinery, apparatus, tools, waggons, carriages, engines, plant and all other goods, chattels, and effects whatsoever in, upon and about the said land and premises, and every distress thus made may take away, sell and dispose of, as in cases of distress for rent, reserved in common leases, and out of the moneys arising thereby retain so much as shall be sufficient to satisfy the said arrears, whether of rent or royalty, which shall at the time of sale be unpaid, and all expenses incurred by him or them in respect of such seizure, distress, removal or sale, and if there be any surplus such officer shall pay the same to the said lessee, executors, administrators or assigns; and the acceptance or receipt of rent or royalty by or on behalf of us, after breach of any term, requirement, provision or condition herein contained, shall not be, or be deemed, a waiver of the right of us or of the Commissioner of Crown Lands, or other officer on our behalf to enforce the observance of such term, requirement, provision or condition.

And upon the publication in the Ontario Gazette by the Commissioner of Crown Lands of a notice declaring all the right, title and interest of the lessee, executors, administrators and assigns under these presents to have ceased, ended

and determined, the same shall cease, end and determine, and these presents shall thereafter as respects any claim, right, title or interest of the lessee, ^{executors,} administrators or assigns be to all intents and purposes void and of none effect, and the production of a copy of the Ontario Gazette containing a notice, purporting to be signed by the Commissioner of Crown Lands, declaring the lease to have ceased, ended and determined, shall be conclusive evidence in all Courts whatsoever of a breach of, or non-compliance with, the terms, requirements, provisions and conditions herein contained sufficient to authorize and sustain such declaration, and of the same having been lawfully made, and that the interest created hereunder has been lawfully ended and determined, and thereupon it shall be lawful for us, our heirs and successors, agents or officers, or for any bailiff or other person duly authorized thereto to enter forthwith in and upon the said land and premises hereby demised, and the same to re-possess and enjoy ^{as} fully and effectually, and to all intents and purposes ^{as} if these presents had not been made, and the said ^{lessee,} ^{executors,} administrators or assigns to expel and remove without ^{any} legal process and as effectually as the sheriff might do in case judgment in ejectment had been obtained and the proper writ or writs had been issued or such judgment, and in case of such entry and any legal proceeding take in respect thereof the defendant or defendants in any such ^{or proceeding} may, in addition to any other defence plea, ^{or defence} in bar thereof, and these presents shall be conclusive ^{on} of such leave and license by the lessee, ^{executors,} administrators and assigns, or other the person or persons, plaintiff or plaintiffs in such proceedings for such entry or other matters complained of in such proceedings. But such determination, notice or other proceedings shall not prevent the recovery by us in our own name or in that of our said commissioner or otherwise, of any rent or royalty due and unpaid by the lessee, ^{executors,} administrators or assigns. Further, this lease is subject to the following provisoes, terms and conditions, that is to say:—

1. That the said lessee, executors, administrators or assigns shall and will pay the rent and royalty which may be payable by him or them, in manner hereinafter mentioned without any deduction whatsoever.

2. And shall and will during the said term make such provision for the disposal of the earth, rock, waste or refuse of the said land that the same shall not be an inconvenience, nuisance or obstruction of any road, way, passage, river, creek or place, or to any private, public or Crown lands, or conflict with or embarrass the future operating of said mines, or in any manner occasion any public or private damage or inconvenience.

3. And shall and will as often as required during the term make and deliver to the Commissioner of Crown Lands for the time being, or any officer or agent appointed or instructed to collect, obtain or receive the same, all such true and proper plans, sections, returns and statistics of the workings and operations of the said mines (the truth and accuracy of which shall be verified by the statutory declaration of the lessee, executors, administrators or assigns, for the time being, or the manager or other officer having the charge, control and direction of the works of the said mine, or by such other person as any order or regulation may require), as the commissioner shall from time to time direct.

4. And shall and will during the said term make proper and reasonable compensation to the owner or owners, occupier or occupiers, or lessee or lessees from the Crown of any adjoining land in respect of any damage which may be sustained by him or them by reason of the working of the said mine or the carrying on of the works thereof, or connected therewith, other than damage caused by the roasting, smelting, reducing or treating of ores, such compensation to be determined by the Commissioner of Crown Lands or by some officer or agent authorized by him or our Lieutenant Governor in Council so to do.

5. And shall and will permit any mining inspector or other person duly authorized in that behalf with all proper

or necessary assistants at all reasonable times during the said term quietly to enter into and upon the said land, mines and premises, and into all buildings erected thereon and any part thereof, and to survey and examine the state and condition thereof and of all mines thereon, and for the purpose aforesaid, to descend all pits and shafts and to enter into and to use all adits, levels, galleries, drives and excavations, and to use all roads, ways, engines, ropes, machinery, gear, appliances, materials, labour and other things in and on the said land and mine, which shall be by him deemed necessary, without making any compensation for the same so nevertheless that in so doing no unnecessary interference is caused with the carrying on of the said mining works.

6. And shall and will pay all provincial, municipal and other taxes upon the said lands so leased which may be assessed either against such lands and the improvements thereon, or the mineral, ore or metal, the product thereof, or any personal property in said mines, during the continuance of this lease in the same way, and to the same extent as if the land herein leased were owned in fee by the said lessee, executors, administrators or assigns.

7. And shall and will during the said term, open, use and work the said mine and premises in such manner only as is usual and customary in skillful and proper mining operations of similar character when conducted by proprietors themselves on their own lands, and shall keep and preserve the said mines and premises from all avoidable injury or damage, and also the levels, drifts, shafts, workings, roads, ways works, erections and fixtures therein and thereon in good repair and condition, except such of the matters and things last aforesaid as shall from time to time be considered by the Mining Inspector or other officer properly authorized by the Commissioner of Crown Lands to inspect and report upon such matters and things to be unnecessary for the proper working of the said mine or any contiguous mine, but so that no supports placed in the mine nor any timbers or frame-work necessary to the use and maintenance of shafts

or other approaches to the mine or tramways within the mine shall be removed or impaired, and in such state and condition shall and will at the end or sooner determination of the said term deliver peaceable possession thereof, and of all and singular the premises hereby demised, to us, our heirs and successors, or to the Commissioner of Crown Lands, or other officer authorized to receive possession thereof.

- 8. And that these presents and the term or terms hereby created shall not be transferred or transferable without the written consent of the Commissioner of Crown Lands, or of some officer duly authorized by him or by general regulations to give such consent, nor unless all fees on an such transfer have been paid.

9. And that the lessee, executors, administrators or assigns may at any time during the demised term, upon the payment of all rent due and the performance and fulfilment of all other terms, requirements, provisions and conditions become the purchaser of the land hereby demised, and in any such case the sum paid for the first year's rental shall be treated as part of the purchase money.

10. And lastly that these presents and the term or terms hereby created shall be subject to all the provisions of The Mines Act, applicable to lands leased thereunder and any amendments thereof which relate or may relate to the leasing and disposal of mineral lands, and to any regulations which may be now or hereafter in force, as if the same had been particularly expressed and set forth herein.

Given under the Great Seal of The Province of Ontario:
Witness the Honourable, member of our
Privy Council for Canada, and Lieutenant-Governor of our
Province of Ontario.

At, this day of in the year
of our Lord, one thousand nine hundred and and in
the year of His Majesty's reign.

By command of

Commissioner of Crown Lands.

Secretary.

N. W. BRUNSWICK.

FORM 810.

The Mining Law of New Brunswick is Found in the Revised Statutes of New Brunswick, 1901, Chapter 30.

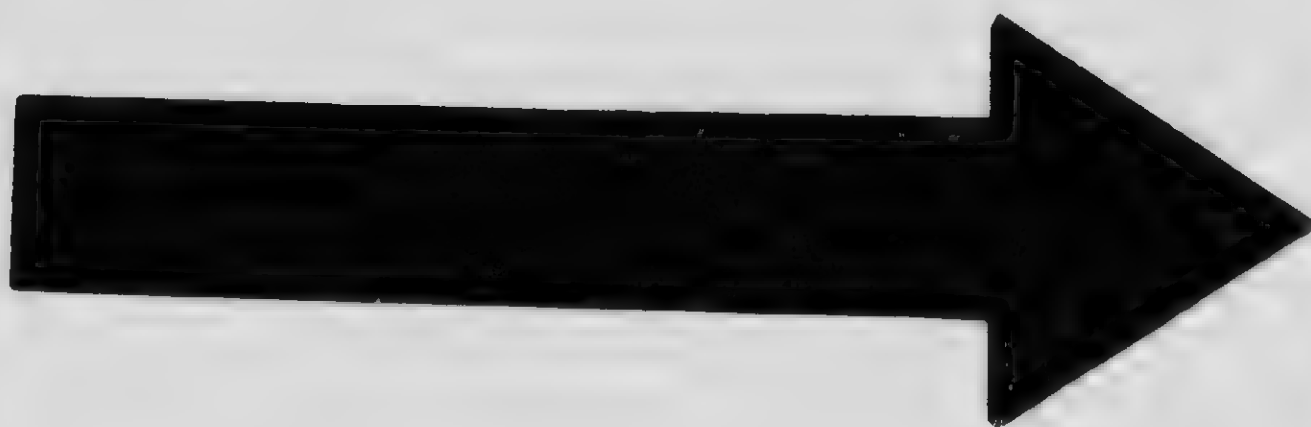
MINING LEASE OF CROWN LANDS.

This Indenture made this day of the
year of our Lord one thousand nine hundred and
between The King's Most Excellent Majesty of the one part,
and , hereinafter described as lessee, of the
other part,

Witnesseth, that in consideration of the royalties hereby
reserved, and of the covenants and agreements herein con-
tained, and on the part of the said Lessee, their executors,
administrators and assigns to be observed and performed, our
Sovereign Lord the King, of his special grace, certain know-
ledge and mere motion, doth grant and demise unto the said
Lessee, their executors, administrators and assigns, all that
certain tract of land situate at gold district, in
the county of known and described as follows, that
is to say:—

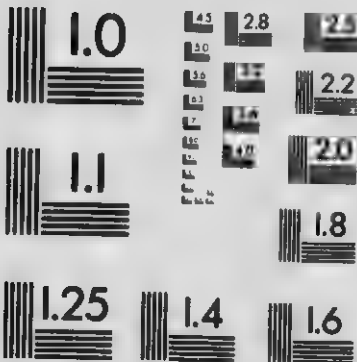
An area composed of area of Class
Number One, and numbered on the plan of said gold district
by the Surveyor-General and filed in his office, as by refer-
ence to the same will appear.

And also, all and singular the beds, veins and seams of
gold and silver, gold-bearing and silver-bearing quartz, and
other gold-bearing rocks and silver-bearing rocks and min-
erals, and gold-bearing and silver-bearing earth, and all the
gold and silver, whether in quartz, grain or otherwise, in,
situate and being within the limits of the said tract, and
within, under or upon the same. Provided always, and it is
the true intent and meaning of these presents and of the
parties hereto, that nothing herein contained shall in any



MICROCOPY RESOLUTION TEST CHART

(ANSI and ISO TEST CHART No. 2)



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manner interfere with any of the rights of the owner or owners of the land in which such area is situated, but the said rights are reserved unto the said owner or owners, their heirs and assigns; and it is further agreed and understood, that the said lessees shall not enter into the said area without the special leave and license of the owner or owners thereof, unless the said lessees shall have taken proceedings in accordance with the general Mining Act of "Mines and Minerals."

TO HAVE AND TO HOLD the said tract of land and the said beds, veins and seams of gold and silver, and gold-bearing and silver-bearing quartz, and all other the gold-bearing rocks and silver-bearing rocks and minerals, and gold-bearing and silver-bearing earth, and gold and silver, whether in quartz or otherwise, in, under and upon the same, to the said lessees, their executors, administrators and assigns, for, during and unto the full end and term of twenty years, to commence and be computed from the day of , fully to be complete and ended; yielding and rendering to our Sovereign Lord the King, his heirs and successors, quarterly and every quarter, upon the first days of January, April, July and October, in each and every year during the continuance of this demise, at the Crown Land Office, a royalty of two and a half per cent. upon the gross amount of gold and silver obtained, mined, had, wrought, or gotten from or out of the said demised premises, or out of any quartz, slate, rock, mineral or earth mined, obtained, had or gotten out of the same in any other way than from quartz or other material crushed by licensed mill-, at the rate of nineteen dollars per ounce troy, for smelted gold and eighteen dollars for un-smelted gold at the rate of one dollar per ounce, troy, for silver nine hundred fine.

And the said lessees do hereby covenant, promise and agree to and with our Sovereign Lord the King, his heirs and successors, that the said lessees, their executors, administrators and assigns, shall and will well and truly pay and deliver, or cause to be paid and delivered, to our Sovereign Lord the

King, his heirs and successors, at the times and places, and in the manner aforesaid, the said royalty hereby reserved under the terms and provisions of this lease.

And also, That the said lessees, their heirs, executors, administrators and assigns shall and will during the continuance of this demise, keep or cause to be kept, one or more book or books of account, wherein the entries shall be made of all such gold and gold-bearing quartz, silver and silver-bearing quartz and mineral, and other rock containing gold or silver, and all gold or silver in grain or otherwise, as shall from time to time be mined, wrought, had, gotten, or obtained out of the said demised premises, and also of the names of the men actually employed in the working of the said demised premises, and the number of days' labour performed by such men, with the respective dates thereof, and also the names of the person or persons to whom any quartz or gold-bearing or silver-bearing earth, or other gold-bearing or silver-bearing material raised from the demised premises has been sold or disposed of, with the price or percentage upon the yield thereof received therefor, and also the weight of any quartz or other gold-bearing or silver-bearing material raised from the demised premises, which may be sent to any licensed mills for crushing quartz, the name and description of the mill to which the same has been sent, and also the yield of gold and silver from such quartz or other material as returned by mill owner; and also that such book or books of account shall at all times be open and subject to the inspection and examination of the Surveyor-General or his deputy, or any inspector of mines, and also of any other person or persons thereto specially appointed by the Surveyor-General for the time being; and also that the said lessees, their executors, administrators or assigns shall upon the first days of January, April, July and October, in each and every year during the continuance of this demise, deliver, or cause to be delivered to the Surveyor-General or his deputy, a true and correct return on forms to be supplied by the Surveyor-General, which shall

show the particulars prescribed and required by the General Mining Act, verified by an affidavit of some one or more suitable person or persons employed in or about the working or management of the mines hereby granted and demised, and shall in all respects obey, abide by, perform, and fulfil all the requirements of the said Act.

And likewise, that the said lessces shall annually cause to be employed on the demised premises so many men as shall make the whole labour performed thereon during the year in opening and working the said mines amounts in all to the number of days' labour; and also shall and will during the continuance of this grant or demise work the said mine in a good and workmanlike manner, and shall and will from time to time and at all times during the continuance of this grant or demise well and effectually maintain and support all and every the working pits, shafts, levels, drifts and water-courses of and belonging to the said mine, with all such timber and deals and other materials as shall be necessary or requisite for that purpose, and so as to prevent the same and the roofs of the said mines from falling in, or being otherwise damaged: and shall and will at the end or other sooner determination of the said term peaceably and quietly yield and deliver unto the Surveyor-General or to such other person or persons as the Lieutenant-Governor for the time being shall appoint under his sign manual to receive and take possession thereof, all the said mines and all and singular other the premises hereinbefore mentioned, except such furnaces, engines, mills, forges, foundries, rail-roads, implements, houses and buildings as shall not be attached to the freehold, in such good order, plight and condition as fair wrought mines ought to be left, with such timber, deals and other material as aforesaid (such mines as during the term hereby granted shall be abandoned by reason of their being unproductive only excepted). Provided always, and it is hereby agreed and declared, and the said lessces, for themselves, their heirs, executors, administrators

and assigns, do accept this grant or demise under the condition, that in case default shall be made by the said lessees, their executors, administrators or assigns, in keeping such book or books of account, or in making such entries therein, or in delivering such affidavit or affidavits as aforesaid, or in payment of the said royalties hereby reserved for the space of ten days after the periods hereinbefore appointed for paying the same, or in the keeping annually employed on the demised premises the amount of labour herein above specified, or if the affidavits hereinbefore set forth and required to be made shall be false and fraudulent, or any other covenant herein contained shall not be kept and observed, then and in every or any or either of the said cases these presents and all and every the powers and privileges hereby granted shall be utterly null and void, anything to the contrary thereof in these presents notwithstanding.

Provided always, nevertheless, that it shall and may be lawful for the said lessees, their successors, executors, administrators and assigns, at any time or times hereafter when so minded, to give notice in writing and file the same in the Crown Land Office, setting forth that they are desirous of surrendering this lease, and in such case, as soon as any such notice shall be so filed in the Crown Land Office, the interest and estate of the said lessees in the demised premises shall forthwith revert in His said Majesty, and the said lessees, their executors, administrators or assigns shall thenceforth cease to have any interest therein, or to be liable under the terms and provisions of this lease for any royalty, except the royalty on gold or silver mined or obtained up to the date of said surrender, or in any other way from quartz or other material crushed at licensed mills.

Provided also further, and it is the true intent and meaning of these presents that the said lessees their executors, administrators or assigns, shall continue and remain liable under the condition of this lease for and in respect of any matters or thing herein or hereby covenanted to be done or

performed, and for which a liability shall have existed at the date of such surrender, and also shall continue and remain liable for all royalty due as last above mentioned at the date of such surrender.

In witness whereof Our Sovereign Lord the King has caused
Surveyor-General for the Province of
New Brunswick, to subscribe his hand and seal to this Indenture and the said lessees have subscribed their hands and seals thereto.

Signed, sealed and delivered by the said) (L. S.)
Surveyor-General, in the presence of)

By the said Lessees in) (L. S.)
presence of)

R. S. N. B. 1903, c. 30, Form A. Schedule.1

FORM 811.

Declaration.

We, , of , in the county of
do hereby declare that we are the legal owners under lease
No. , district , dated the day of
A.D. 19 , of shares in said lease mentioned.

Given under our hands and seals this day of
A.D. 19 .

Personally appeared before me, of
who being sworn, says that duly signed the foregoing
declaration in his presence.

Sworn before me this day of A.D. 19

R. S. N. B. 1903, c. 30, Form B. Schedule, Sec. 137.1

FORM 812.

Assignment of Mining Lease.

Know all Men by these Presents, that I, _____, of _____, in the county of _____, in consideration of _____ dollars to me, in hand well and truly paid by _____, of _____, have sold, assigned, transferred, and set over, and by these Presents do sell, assign, transfer and set over to _____, of _____, his executors, administrators and assigns _____ shares owned by me, under mining lease No. _____, in (dated _____ parish of _____, county of _____, to have and to hold the same to the said _____, his executors, administrators and assigns.

In witness whereof I have hereunto set my hand and seal this _____ day of _____ A.D. 19 _____ Signed, sealed and delivered _____ in the presence of _____

Personally appeared before me, _____ of _____ who being sworn, says that _____ duly signed the above transfer in his presence. Sworn before me _____, this _____ day of _____ A. D. 19 _____ J.P.

R. S. N. B. 1903, c. 30, Form C, Schedule & Sec 137.1

FORM 813.

District.

No. of Lease	Date of Lease	Date of Issue	Date of Registry	Description

the
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e of
In-
and

er lease
day of

the fore-

D. 19

To whom leased	Shares or Parts	To whom leased	Shares or Parts
----------------	-----------------	----------------	-----------------

No.	By whom sold	Shares or Parts	Date of Registry	Conveyance	To whom sold
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R. S. N. B. 1903, c. 30 Form D. Schedule & Sec. 139.1

FORM 814.

Notice to Lessees.

To A. B. and C. D., lessees of certain mining areas, by virtue of a lease from His Majesty the King to bearing date the _____ day of _____ A.D. 19____ (or if the lease has been assigned, to A. B. and C. D., assignees of the lessees of certain, etc., etc., as above).

Whereas, it has been represented and come to the knowledge of the Surveyor-General, that the mines and minerals in the said lease described and conveyed have been abandoned for the space of one year, have not been effectively or continuously worked, or have been worked only colourably, and that the lessee or lessees (or their assignees) have failed to comply with the terms, covenants and stipulations in the lease contained.

You are hereby notified that the said charge or complaint will be investigated before me at my office in Fredericton, on the day of , in the year of our Lord one thousand nine hundred and .

Dated the day of A.D. 19 .
E. F., Surveyor-General.
or G. H., Acting or Deputy
Surveyor-General.

FORM 815.

Report.

In pursuance of a notice duly served on the lessee or lessees (or assignee, as the case may be), under a lease of certain mining areas situate and being at in the County of , made between the King of the one part, and A. B. and C. D., of etc., of the other part, and dated the day of A.D. 19 . I have examined into the matter of complaint against the said lessee or lessees (or assignees, etc.), for not working the said mining areas effectively and in accordance with the terms, covenants and stipulations in the said lease contained, and the true intent and meaning of the laws in such case made and provided; and on due consideration after the examination of witnesses and the facts of the case, I, being satisfied that the charge has been fully made out, have decided and declared, and by these present do decide and declare the said mining areas and every part and parcel thereof to be forfeited.

Witness my hand at Fredericton, this day of A.D. 19 .

E. F., Surveyor-General.
or G. H., Acting or Deputy
Surveyor-General.

FORM 816.

Bond to the King and His Successors in Penalty of \$600.

Whereas, the Surveyor-General hath by a decision dated the _____ day of _____ A.D. 19____, decided and declared certain mining areas formerly leased to A. B. and C. D., by lease dated the _____ day of _____ A.D. 19____, forfeited, and the above bounden G. H., J. K., etc., have appealed against the said decision to the Supreme Court (or a Judge of the Supreme Court, as the case may be).

Now the condition of this obligation is such that if the said G. H., J. K., etc., do and shall obey and abide by the judgment that shall be given herein, and shall well and truly pay all costs which they may be adjudged to pay in the premises, then this obligation shall be void, otherwise the same shall remain in force.

G. H. (L. S.)

J. K. (L. S.)

Signed, sealed and delivered }
in presence of

R. S. N. B. 1903, c. 30, Form G. Schedule.]

MORTGAGES.

FORM 817.

Mortgage, Common Form.

This indenture, made (in duplicate) the day of
A.D. 19 , in pursuance of the Short Forms of Mortgages
Act

Between hereinafter called the mortgagor of
the first part; his wife of the second part; and
 hereinafter called the mortgagee of the third part;

Witnesseth, that in consideration of of lawful
money of Canada, now paid by the said mortgagee to the
said mortgagor (the receipt whereof is hereby acknow-
ledged) the said mortgagor do grant and mortgage
unto the said mortgagee heirs and assigns forever.

All and singular the certain parcel or tract of land
and premises, situate, lying and being and the said party
of the second part hereby bars her dower in the said lands.

Provided this mortgage to be void on payment of
lawful money of Canada, with interest at per cent.
per annum, as follows: and taxes and performance
of statute labour.

The said mortgagor covenant with the said mortgagee
that the mortgagor will pay the mortgage money and in-
terest, and observe the above proviso.

That the mortgagor ha a good title in fee simple
to the said lands; and that he ha the right to convey the
said lands to the said mortgagee ; and that on default the
said mortgagee shall have quiet possession of the said lands,
free from all incumbrances.

And that the said mortgagor will execute such further
assurances of the said lands as may be requisite.

And that the said mortgagor ha done no act to
encumber the said lands.

And that the said mortgagor will insure the buildings on the said lands to the amount of not less than dollars currency.

And the said mortgagor do release to the said mortgagee all claims upon the said lands, subject to the said proviso.

Provided that the said mortgagee in default of payment for months, may, upon giving notice in writing, enter upon and lease or sell the said lands; provided that the mortgagee may distrain for arrears of interest; provided that in default of the payment of the interest hereby secured the principal hereby secured shall become payable; provided that until default of payment the mortgagor shall have quiet possession of the said lands.

In witness whereof, etc.

Signed, sealed, etc.

FORM 818.

Short Form Mortgage.

(ONTARIO.)

This Indenture, made (in duplicate) the day of A.D. 19 , in pursuance of the Short Forms of Mortgages Act. Between

Witnesseth, that in consideration of of lawful money of Canada, now paid by the said Mortgagee to the said Mortgagor (the receipt whereof is hereby acknowledged), the said Mortgagor do grant and mortgage unto the said Mortgagee heirs and assigns forever:

All and singular, th certain parcel or tract of land and premises.

Provided this mortgage to be void on payment of lawful money of Canada, with interest at per cent per annum as follows; and taxes and performance of statute labour.

The said Mortgagor covenant with the said Mortgagee that the Mortgagor will pay the mortgage interest and interest and observe the above proviso;

That the Mortgagor has a good title in fee simple to the said lands; and that he has the right to convey the said lands to the said mortgagee and that on default the Mortgagee shall have quiet possession of the said lands, free from all encumbrances. And that the said Mortgagor will execute such further assurances of the said lands as may be requisite.

And that the said Mortgagor has done no act to encumber the said lands; and that the said Mortgagor will insure the building on the said lands to the amount of not less than currency; and the said Mortgagor do release to the said Mortgagee all claims upon the said lands, subject to the said proviso;

Provided that the said Mortgagee on default of payment for month may enter on and lease or sell the said lands;

Provided that the Mortgagee may distrain for arrears of interest; provided that in default of the payment of the interest hereby secured, the principal hereby secured shall become payable; provided that until default of payment the Mortgagor shall have quiet possession of the said lands.

In witness whereof, etc.

Signed, sealed, etc.

10 Edward VII. c. 54. Ontario.]

FORM 819.*Covenant to Pay Taxes and Water Rates.*

And the said Mortgagor further covenants for himself, his executors, administrators and assigns, that he will during all the time until all the said moneys secured by these presents shall be fully paid and satisfied, pay and discharge, immediately after they shall be or become due or payable, all taxes, water rates, assessments or charges which may be levied, laid or assessed upon the above described premises or any part thereof; and in case the said party of the first part, his executors, administrators or assigns shall fail or neglect to pay all such taxes, assessments, water rates or charges, or either of them, on said premises, or any part thereof, within

days after the same shall be or become due or payable, then the said mortgagee, his executors, administrators or assigns may pay the same; and the sum so paid with interest thereon from the time of such payment, the said mortgagor for himself, his executors, administrators and assigns, covenant to pay to the said mortgagee, his executors, administrators or assigns, on demand, and that the same shall be and be deemed to be secured by these presents and shall be collectable thereon and thereby in like manner as the said principal sum and interest.

FORM 820.*Whole Debt to Become Due on any Default.*

And it is hereby expressly agreed that should any default be made in the payment of the said principal or interest, or any part thereof, on any day whereon the same is made payable as above expressed, and should the same remain unpaid and in arrear for the space of days, then and from thenceforth, that is to say, after the lapse of the said days, the aforesaid principal sum, with all the arrear-

age of interest thereon, shall at the option of the said mortgagee, his executors, administrators or assigns become and be due and payable immediately thereafter; although the period above limited for the payment thereof may not then have expired, anything hereinbefore contained to the contrary thereof in any wise notwithstanding, with the like right in the mortgagee and his executors, administrators and assigns, at his option to elect that the whole principal, interest, and all sums secured hereby, shall become due after failure, for like times, to insure or pay taxes, assessments, and water rates or any part thereof.

FORM 821.*Covenant to Keep in Repair.*

And further, that he, the said mortgagor, his executors, administrators or assigns, will at all times during the continuance of this security keep in good and tenantable repair the buildings on the demised premises, and that it shall be lawful for the said mortgagor, his executors, administrators, or assigns, and his and their agents, at all reasonable times during the continuance of this security, to enter into the said premises to view the state and condition thereof, and to give notice of any defect in the repair or condition of the said premises to the said mortgagor, his executors, administrators or assigns, and that he or they shall thereupon without delay amend the same.

FORM 822.*Attornment by Mortgagor to Mortgagee.*

For the better enabling the said Mortgagee to receive and enforce payment of the interest hereby secured on the days hereinafter appointed for the payment thereof, the said mort-

gagor doth hereby attorn and become tenant to the said mortgagee at the yearly rent of dollars (*same amount as interest*), to be paid by two equal half yearly payments, on the day of and the day of in every year during the continuance of this mortgage.

FORM 823.*Provision for Reduction of Interest on Punctual Payment.*

Provided always, and it is hereby agreed that if the said mortgagor, his heirs, executors, administrators or assigns shall on every half-yearly day on which the interest is hereinafter made payable, or within days after each of such days respectively, pay to the said mortgagee, his executors, administrators or assigns, interest for the principal sum for the time being owing to him or them on this mortgage at the rate of (*a reduced rate*) per cent. per annum, and if the said mortgagor, his heirs, executors, administrators and assigns, shall at all times perform and observe all covenants and agreements herein contained, and on his or their parts to be performed or observed, then and in such case the said mortgagee, his executors, administrators or assigns, shall accept interest for the principal sum for the time being owing as aforesaid at the rate of (*the reduced rate*) per cent. per annum, for every half year for which interest shall be punctually paid within the time limited as aforesaid, or, Provided always, that if interest for such principal sum as shall for the time being be due on this security, at the rate of per cent. per annum, shall be paid on every day of and day of , or within days after each of the said days respectively, then and in every such case such payment of interest during the term of years from the date hereof, but not afterwards,

shall be accepted by the mortgagee and his executors, administrators, or assigns, in lieu of the interest which would otherwise have been payable for the half year in respect of which such payment shall have been made; but so nevertheless that the mortgagor, his heirs, executors, administrators and assigns shall not be entitled to the benefit of this proviso for the reduction of interest whilst any interest previously due remains unpaid, or whilst the mortgagee, or his executors, administrators, or assigns, or any receiver appointed in his or their behalf, shall be in possession or in receipt of the rents and profits of all or any of the said premises comprised in this security.

FORM 824.*Privilege of Payment before Maturity.*

The Mortgagor is hereby authorized and permitted to pay the debt hereby secured or any part of it, not less than _____ dollars at any one time, whenever and at such time and times as he may choose; and the mortgagee hereby agrees to accept such payment or payments and thereupon the interest shall cease upon such part of the debt as may be so paid; and upon the full payment of said debt, with all interest up to the date of actual payment, he will discharge this mortgage.

FORM 825.*Mortgagee May Insure if the Mortgagor does not.*

And also, that if default shall be made in keeping the said premises so insured, it shall be lawful for, but not incumbent on, the said mortgagee, his executors, administrators and assigns, to insure and keep insured the said premises in any sum not exceeding _____ dollars, and

that the said mortgagor, his executors, administrators, or assigns, will repay to the said mortgagee, his executors, administrators, or assigns, all moneys expended for that purpose by him or them, with interest thereon, at the rate aforesaid, from the time of the same having been advanced or paid, and that, until such repayment, the same shall be a charge upon the said premises hereinbefore expressed to be hereby demised.

FORM 826.*Notice of Sale.*

Provided further that such notice of sale may be effectually given, either in the manner aforesaid, (or by leaving the same with a grown up person on the said lands or any of them, if occupied, or by placing the same on some portion thereof if unoccupied), or by publishing the same for four successive weeks in some newspaper published in the county in which the mortgaged premises lie, and shall be sufficient whether or not addressed to any person or persons by name or designation, and notwithstanding any person or persons to be affected thereby may be unborn, unascertained, or under disability, and no purchaser shall be bound to inquire into the legality or regularity of any sale under the said power, nor shall any irregularity or want of notice invalidate any such sale.

FORM 827.*Purchaser not put to an Inquiry.*

Provided also, that no purchaser at any sale purporting to be made in pursuance of the aforesaid power shall be bound or concerned to see or inquire whether any such default has been made or continued, or whether any such no-

tice has been given as aforesaid, or as to the necessity or expediency of the stipulations subject to which such sale shall have been made, or otherwise as to the propriety of such sale or regularity of its proceedings, or be affected by notice that no such default has been made or continues, or notice given as aforesaid, or that the sale is otherwise unnecessary, improper or irregular; and notwithstanding any impropriety or irregularity; or notice thereof to such purchaser the sale as regards such purchaser shall be deemed to be within the aforesaid power and be valid accordingly.

FORM 828.*Power of Sale Exercisable by Assigns of Mortgagee.*

Provided always, and it is expressly understood and agreed, that the power of sale herein conferred, and all the provisions herein contained shall be exercisable and available by the said mortgagee, his executors, administrators and assigns.

FORM 829.*Mortgage—Solicitor.*

Provided always, and it is hereby agreed, that the fact of the said Mortgagee, or of any other person for the time being entitled to the benefit of this security being a solicitor, shall not prevent him from advising and transacting business in relation thereto, or to the premises hereby conveyed, and from being entitled to charge the said mortgagor, his heirs, executors, administrators and assigns, for such services the usual and accustomed costs and charges as between Solicitor and Client, and that until payment all moneys, which shall become due in respect of such services

as aforesaid, with interest thereon as from the time when the same shall respectively have become due, shall be charged upon the premises in like manner as the said principal and interest hereby secured.

FORM 830.

Expenses of Sale to be Added to Mortgage.

And the said Mortgagor covenants with the said mortgagee that he, the said Mortgagor, his heirs, executors, or administrators will on demand reimburse the said Mortgagee, his executors, administrators, or assigns, all expenses under the powers, or any of the powers herein contained, together with interest at the rate aforesaid on all moneys so expended, and that such expenses together with said interest, shall constitute a charge on the premises hereby conveyed, such charge to be enforceable by the same means and in the same manner as in the case of the principal and interest hereby secured.

FORM 831.

Stipulation as to Title on Sale.

Provided that, in addition to the powers and discretions provided by the said Short Forms of Mortgages Act, and still in pursuance thereof, such sale as aforesaid may be subject to any stipulations as to title or evidence, or commencement of title or otherwise which the mortgagees shall deem proper; with full power to buy in, or re-sell or vary any contract for sale and to resell without being responsible for any loss occasioned thereby.

FORM 832.*Further Power Clause.*

Provided further, that on two months' default as aforesaid, the said mortgagee, his executors, administrators, or assigns may, without any notice whatsoever, exercise the powers conferred by clause _____, Schedule _____ of _____.

FORM 833.*Another Power Clause.*

Provided, that the said Mortgagee on demand of payment for _____ months', may on _____ notice enter on and lease or sell the said lands; and it is hereby agreed and declared that this power of sale shall have the meaning ascribed to it by clause 14 in Schedule "A" to the Short Forms of Mortgages Act (Where the Mortgage is by sub-demise add: And it is hereby also declared that after any sale made under the aforesaid power, the said mortgagor, his executors, administrators, and assigns, shall stand possessed of the premises sold for the last day of the term granted by the hereinbefore recited Indenture of Lease, in trust for the purchaser, his executors, administrators, and assigns, and to be assigned and disposed of as he or they may direct).

FORM 834.*Acceleration of Power of Sale.*

Provided also, that if the said Mortgagor shall become insolvent or enter into any composition with his creditors, then and in such case the mortgagee's power of sale under or by virtue of these presents shall forthwith and without the necessity for any notice or demand for payment whatsoever, and still with the benefit of clause _____, Schedule _____ of _____ become exercisable.

FORM 835.*Mortgage to Secure Future Advances.*

This Indenture, made (in duplicate) the _____ day of _____ A.D. 19____, in pursuance of the Short Forms of Mortgages Act.

Between _____, hereinafter called the Mortgagor, of the first part;
and _____, his wife, of the second part;
and _____, hereinafter called the Mortgagee, of the third part;

Whereas the Mortgagee has advanced to the said Mortgagor value to the amount of _____ dollars, and it has been agreed for further advances and the Mortgagor hath agreed to secure the Mortgagee (for the present debt of _____ and also for further debts to the said Mortgagee whether the same be notes or book accounts owing by the Mortgagor) by the lands hereinafter mentioned:

Witnesseth, that in consideration of _____ of lawful money of Canada, now paid by the Mortgagee to the Mortgagor (the receipt whereof is hereby acknowledged) and also in consideration of further advances by the Mortgagee to the Mortgagor, the Mortgagor doth grant and mortgage unto the said Mortgagee, his heirs and assigns forever, all and singular the _____ certain parcel or tract _____ of land and premises, situate, lying, and being in the _____

Provided this Mortgage to be void on payment of _____ dollars, of lawful money of Canada, with interest at _____ per cent. and all further advances by the Mortgagee to the Mortgagor as follows: _____ and taxes and performance of statute labour.

Provided that in default of the payment of the interest hereby secured, the principal hereby secured shall become payable.

The Mortgagor covenants with the Mortgagee, that the Mortgagor will pay the mortgage money and interest, and

all further indebtedness of the Mortgagor to the Mortgagee, whether by note or account, and observe the above provisoes.

And that the Mortgagor has a good title in fee simple to the said lands.

And that he has the right to convey the said lands to the Mortgagee.

And that on default the Mortgagee shall have quiet possession of the said lands, free from all incumbrances.

The Mortgagee covenants with the Mortgagor that this mortgage shall also form and be a security to the Mortgagee for future debts of the Mortgagor to the Mortgagee.

And that the Mortgagor shall execute such further assurances of the said lands as may be requisite.

And that this mortgage shall form a charge and claim against the aforesaid lands for all lawful indebtedness of the Mortgagor to the Mortgagee, whether due or becoming due.

And that the Mortgagor doth release to the Mortgagee all his claims upon the said lands subject to the said proviso.

Provided that the Mortgagee on default of payment for one month may, without notice, enter upon and lease or sell the said lands.

Provided that the Mortgagee may distrain for arrears of interest.

And the said party of the second part hereby bars her dower in the said lands.

Provided that until default of payment the Mortgagor shall have quiet possession of the said lands.

And that the mortgage shall not be discharged until all lawful debts of the Mortgagor to the Mortgagee are fully paid and satisfied.

In witness, etc.

Signed, sealed, etc.

FORM 838.*Mortgage—Special Form.*

This Indenture, made (in duplicate) the _____ day
of _____, A.D. 19____, in pursuance of the Short Forms
of Mortgages Act: Between

Witnesseth, that in consideration of _____ of
lawful money of Canada, now paid by the said Mortgage
to the said Mortgagor _____, the receipt whereof is hereby ack-
nowledged, the said Mortgagor do grant and mortgage
unto the said Mortgagee _____, heirs and assigns for
ever, all and singular

To have and to hold the same with the appurtenances
unto and to the use of the said Mortgagee _____ heirs and
assigns forever, subject to the proviso for redemption thereof
hereinafter contained.

Provided this mortgage be void on payment of
of lawful money of Canada, with interest at _____ per
cent. per annum, as follows: _____ and taxes, and per-
formance of statute labour; the said Mortgagor coven-
ant with the said Mortgagee that the Mortgagor will
pay the mortgage money and interest, and observe the above
proviso; that the Mortgagor ha a good title, in fee
simple, to the said lands; and that ha the right to con-
vey the said lands to the said Mortgagee; and that on de-
fault, the Mortgagee shall have quiet possession of the
said lands, free from all incumbrances; and that the said
Mortgagor will execute such further assurances of the said
lands as may be requisite; and that the said Mortgagor
ha done no act to incumber the said lands; and that the
said Mortgagor will insure the buildings on the said lands
to the amount of not less than _____ currency; and
the said Mortgagor do release to the said Mortgagee
all claims upon the said lands, subject to the said proviso.

And it is hereby declared and agreed by and between the
said parties hereto, that in case the said interest shall not
be paid on the days and times hereinbefore appointed for

payment thereof, then and so often as the same shall be in arrear, interest shall become due and payable thereon at the rate aforesaid, from the time the same shall become due until payment thereof.

Provided that the Mortgagee on default of payment for may enter on and lease or sell the said lands without notice.

And the Mortgagee covenant with the Mortgagor that no sale or lease of the said lands shall be made or granted by _____ until such time as _____ months' notice, in writing, shall have been given to the Mortgagor and the serving or giving of such notice shall be good and effectual, either by leaving the same with a grown up person on the said mortgaged premises, if occupied, by or putting up the same on some portion thereof, if unoccupied, or, at the option of the Mortgagee, by publishing the same for _____ successive times in some newspaper published in the _____

Proviso: that the purchaser shall, in no case, be bound to ascertain that the default has happened under which the mortgagee claim to lease or sell, and that the remedy of the Mortgagor for breach of the said covenant, shall be in damages only, and the sale under the said power shall not be effected.

Provided that the Mortgagee may distrain for arrears of interest.

Provided that, in default of the payment of any instalment of the principal or interest hereby secured, the whole principal hereby secured remaining unpaid, shall become payable, but the Mortgagee may waive right to call in the principal, and shall not be therefore debarred from asserting and exercising _____ right to call in the principal upon the happening of any future default: provided that until default of payment, the Mortgagor shall have quiet possession of the said land.

In witness, etc.

Signed, sealed, etc.

FORM 837.*Mortgage by Way of Further Charge.*

THIS INDENTURE made the _____ day of _____
 A.D. 19____, Between A. B., of _____, of the first
 part, and C. D., of _____, of the second part:

Whereas by an Indenture of Mortgage bearing date the
 _____ day of _____, A.D. 19____, and made
 between the said A. B., of the first part, _____, his
 wife of the second part, and the said C. D., of the third
 part: In consideration of the sum of _____ then ad-
 vanced, lent and paid by the said C. D. to the said A. B.,
 he, the said A. B., did grant unto the said C. D., his heirs
 and assigns forever, all and singular that certain parcel or
 tract of land and premises situate, lying, and being in the

To hold unto the said C. D., his heirs and
 assigns, to and for his and their sole and _____ use forever,
 subject to the proviso hereinafter contained _____ redemption
 of the said premises on payment by the said A. B., his heirs,
 executors, administrators or assigns, unto the said C. D.,
 his executors, administrators or assigns, of the said sum of _____
 with interest thereon at six per cent. per an-
 num at the times and in manner therein mentioned. And
 whereas the said _____, wife of the said A. B., has
 since departed this life. And whereas the said principal
 sum of _____ still remains due and owing to the said
 C. D., upon the security of the said Indenture of Mortgage,
 but all interest thereon hath been duly paid and satisfied
 up to the day o' the date of these presents. And whereas
 the said A. B., having occasion for the further sum of _____
 hath applied to and requested the said C. D. to lend him the
 same, which he hath consented and agreed to do on having
 the repayment thereof, with interest, secured in manner
 hereinafter mentioned.

Now this Indenture witnesseth that in pursuance of the said agreement and in consideration of the sum of of lawful money of Canada, this day lent, advanced and paid by the said C. D. to the said A. B. (the receipt whereof the said A. B. doth hereby acknowledge and therefrom discharge the said C. D., his heirs, executors, administrators, and assigns for ever, by these presents), he, the said A. B., doth for himself, his heirs, executors, and administrators, covenant, promise, and agree to and with the said C. D., his executors, administrators and assigns, that all and singular the said freehold, messuages, or tenements, land, hereditaments and premises comprised in and conveyed by the hereinbefore recited Indenture of Mortgage with the appurtenances, shall from henceforth stand and be charged and chargeable with, and be subject and liable to and shall continue and remain vested in the said C. D., his heirs and assigns, for securing the repayment as well of the said sum of with interest from the date hereof at the rate, upon the times and in manner in the covenant of the said A. B., hereinafter contained, specified and set forth as of the said sum of and interest by the said Indenture of Mortgage secured and made payable, and that the said premises or any part thereof shall not be redeemed or redeemable at law or in equity (or otherwise) until full payment to the said C. D., his executors, administrators or assigns not only of the said principal sum of so lent and advanced and secured by the hereinbefore recited Indenture of Mortgage as aforesaid, and the interest to become due thereon respectively, but also of the said principal sum of this day lent, advanced and paid as aforesaid, and the interest thereof, according to the covenant herein-after contained, anything in the hereinbefore recited Indenture of Mortgage to the contrary thereof notwithstanding. And the said A. B. doth hereby for himself, his heirs, executors, and administrators, further covenant, promise and agree to and with said C. D., his executors, administrators and assigns, that he, the said A. B., his heirs, executors,

administrators or assigns shall and will on or before the
day of _____, which will be in A.D.
19____, well and truly pay or cause to be paid unto the said
C. D., his executors, administrators or assigns, the said sum
of _____ together with interest thereon from the date
hereof in the meantime, at the rate of six per cent. per
annum, half-yearly on the _____ days of
and _____ until the said principal sum is fully paid
and satisfied, such interest to commence and be computed
from the day of the date hereof; and the first payment of
interest to become due and be made on the _____ day
of _____ next, without any deduction, defalcation, or
abatement thereof, for or in respect of any taxes, charges
or assessments on the said land and premises, the said sum
of money, or the said party of the second part or otherwise
howsoever. And it is hereby agreed and declared between
the said parties hereto, that all and singular the trusts, pow-
ers, remedies, and provisions by the hereinbefore recited
Indenture of Mortgage, given to or vested in the said C. D.,
his heirs, executors, administrators or assigns, shall extend
and be applicable to the securing and paying to the said
C. D., his executors, administrators, and assigns, as well of
the said sum of _____, and interest, this day lent and
advanced, and also of the said sum of _____ and
interest thereon as aforesaid. And further, that if default
shall be made in the payment of the said sum of _____
and interest or any part thereof, at the times hereinbefore
appointed for payment thereof, he, the said A. B., and his
heirs and other persons claiming any interest in the said
premises in trust for him or them, shall and will at the
request of the said C. D., his executors, administrators or
assigns, make, do, execute, and perfect all such further acts
and deeds for the better securing the repayment of the said
principal sum of _____ and interest, and for more
effectually charging the said premises with the repayment
thereof, as by the said C. D., his executors, administrators
or assigns, or his or their Counsel in the law shall be rea-

sonably devised, advised, or required. And the said A. B.,
lastly, hereby covenants with the said C. D., to insure the
said premises in the sum of _____ and assign the
policy of insurance in the manner, upon the terms and sub-
ject to the provisions, conditions and stipulations in every
respect in the said recited Indenture of Mortgage, specified
and set forth in lieu of the said sum of _____ therein
mentioned as to be insured upon the said premises.

In witness, etc.

Signed, sealed, etc.

FORM 838.

Mortgage to Building Society.

This Indenture, made in duplicate the _____ day
of _____ A.D. 19____, in pursuance of the Short Forms
of Mortgages Act,
Between _____, of _____, hereinafter called
"the Mortgagor," of the first part; The _____ Per-
manent Loan and Savings Company, hereinafter called "the
Company," of the second part; and _____, wife of
the said Mortgagor, of the third part.

Witnesseth, that in consideration of _____ dollars
now paid by the Company to the Mortgagor (the receipt
whereof is hereby acknowledged), the Mortgagor doth grant
and mortgage unto the Company forever _____, pro-
vided this Mortgage to be void on payment of _____
in equal instalments (being) (on account of principal and
on account of interest) _____ on the first day of _____,
the month of _____ in each year during the term
of _____ years. The first of said payments to become
payable on the first day of _____, one thousand nine
hundred and _____, together with all fines imposed by
the Company on the Mortgagor on account of default in
payment according to the company's rules and taxes and
performance of statute labour.

Provided that on default of payment for months of any portion of the money hereby secured the whole of the instalments hereby secured shall become payable.

The Mortgagor covenants with the company, that the Mortgagor will pay the mortgage money and interest, and observe the above provisoes; that the Mortgagor has a good title in fee simple to the said lands; that he has the right to convey the said lands to the Company; that on default the Company shall have quiet possession of the said lands, free from all incumbrances; that the Mortgagor will execute such further assurances of the said lands as may be requisite; that the mortgagor has done no act to encumber the said lands; that the Mortgagor will insure the buildings on the said lands to the amount of not less than dollar.

And the parties of the first and third parts do release to the Company all him, her or their claims upon the said lands subject to the said proviso.

Provided that the Company, on default of payment for months, may, without any notice, enter upon and lease or sell the said lands for cash or credit.

Provided that the Company may distrain for arrears of instalments.

And the said party of the third part, the wife of the Mortgagor, hereby bars her dower in the said lands.

The Mortgagor agrees, that neither the execution nor registration of this Mortgage shall bind the Company to advance the moneys.

And it is hereby declared, that in case the Company satisfied any charge on the lands, the amount paid shall be payable forthwith with interest, and, in default, the power of sale hereby given shall be exercisable, and in the event of the money hereby advanced or any part thereof being applied to the payment of any charge or incumbrance, the Company shall stand in the position and be entitled to all the equities of the person or persons so paid off.

In witness, etc.

Signed, sealed, etc.

FORM 839.*Mortgage to Building Society, Covenant not to Sue Upon.*

This Indenture, made the _____ day of _____ A.D. 19____, Between A. B., etc., trustees of the Building Society, of the one part, and C. D., of _____ of the other part.

Whereas by Indenture bearing date the _____ day of _____, A.D. 19____, and made between _____ and the said C. D., of the _____ part; All and singular that certain parcel or tract of land and premises situate, lying and being _____ was granted, bargained, sold and conveyed to the said _____ heirs and assigns forever.

And whereas by Indenture of Mortgage dated the _____ day of _____, A.D. 19____, and made between the said C. D., of the one part, and the said A. B., etc., trustees of the _____ Benefit Building and Investment Society of the other part, the ground messuage and premises comprised in and conveyed by the said hereinbefore recited Indenture, were conveyed to the said Trustees, their successors and assigns for ever: but upon the trust and subject to the provisions therein contained, being trust and provisions for security the due and regular payment by the said C. D., his heirs, executors, administrators and assigns, of all subscription moneys, fines, and other payments due and to become due and payable to the said Society on or in respect of the _____ shares of the said C. D. in the said Society (which in the now said Indenture of Mortgage are stated to have been advanced to him immediately before the execution thereof) or otherwise as a member of the said Society by the said C. D., his heirs, executors, administrators and assigns.

And whereas the shares of the said C. D. in the said Society have been transferred to E. F., of _____ gentleman, and the messuages and premises comprised in

and conveyed by the said firstly hereinbefore recited Indenture have been by Indenture bearing date the day of . A.D. 19 . conveyed unto the said E. F., his heirs and assigns for ever subject to the said hereinbefore recited Indenture of Mortgage of the day of . A.D. 19 , and the security thereby made and the payments of the moneys and observance of the rules of the said Society thereby secured.

And whereas the said E. F., in compliance with the rules of the said Society in that behalf, upon the transfer of the said shares to him, entered into a covenant with the said trustees for the payment of all subscriptions and other payments to become due to the said Society in respect of the said shares so transferred, and to observe the rules of the said Society and the covenant on the part of the said C. D., contained in the said hereinbefore recited Indenture of Mortgage of the day of . A.D. 19 . And whereas the said C. D. hath requested the said A. B., etc., trustees of the Building Society, in compliance with the rules of the said Society, to release him from all liability under the hereinbefore recited Indenture of Mortgage of the day of . A. D. 19 , and they have accordingly agreed to enter into the covenant hereinafter contained.

Now this Indenture witnesseth that in pursuance of the said agreement and in consideration of the premises, and in compliance with the rules of the said Society, the said A. B., etc., as such trustees as aforesaid, do hereby for themselves, their successors and assigns, covenant and declare with and to the said C. D., his heirs, executors and administrators, that they, the said A. B., etc., trustees of the said Building Society their successors or assigns, shall not nor will at any time or times hereafter commence or prosecute against the said C. D., or his heirs, executors, or administrators (in respect of his estate), any action, suit, or other proceeding at law or in equity for or in respect of the breach or non-performance of the covenants on the part

of the said C. D., his heirs, executors, administrators or assigns, contained in the said hereinbefore recited Indenture of Mortgage, of the _____ day of _____, A.D. 19____, or any of them, but nothing herein contained shall be construed as releasing the said E. F. (as such purchaser as afore-said), his heirs, executors, administrators and assigns from the performance of the said covenants, or as in any way prejudicing or affecting the exercise of all the trusts, powers and authorities contained in the said Indenture of Mortgage, in like manner as if this Indenture had never been made or executed.

In witness, etc.

Signed, sealed, etc.

FORM 840.

Mortgage of Real Estate to Secure Endorsement.

This Indenture, made (in duplicate) the _____ day of _____, A.D. 19____, in pursuance of the Short Forms of Mortgages Act: Between

Whereas the said Mortgagee ha_____ endorsed the several Promissory Note _____ of the said Mortgagor _____ for the sum of _____ of lawful money of Canada, cop_____ of which _____ hereunto annexed and marked respectively _____; and whereas, the said mortgagor ha_____ agreed to execute these presents for the purpose of indemnifying and saving harmless the mortgagee _____ from the payment of the promissory note or any part thereof, or any note or notes hereafter to be endorsed by the said Mortgagee _____ for the accommodation of the said Mortgagor _____ by way of renewal of the said recited note _____ or any interest to accrue thereunder or otherwise howsoever.

Witnesseth, that in consideration of the premises, and of the sum of one dollar of lawful money of Canada, now

paid by the said Mortgagee to the said Mortgagor (the receipt whereof is hereby acknowledged), the said Mortgagor do grant and mortgage unto the said Mortgagee, heirs and assigns for ever, all and singular the certain parcel or tract of land and premises situate, lying and being

Provided this Mortgage to be void on payment by the said Mortgagor of the said promissory note or any renewals of the same, and saving harmless the said Mortgagee from all loss, costs, charges, damages or expenses, in respect of the said note or renewals, and shall pay or cause to be paid the said promissory note so as aforesaid, endorsed by the said mortgage cop whereof hereunto annexed, and shall pay or cause to be paid all and every other note or notes which may hereafter be endorsed by the said Mortgagee for the accommodation of the said Mortgagor by way of renewal of the said note and all interest in respect thereof, or otherwise, then these presents shall cease and be utterly void, and taxes and performance of statute labour.

The said Mortgagor covenant with the said Mortgagee that the Mortgagor will observe the above proviso.

That the Mortgagor ha a good title in fee simple to the said lands: and that he ha the right to convey the said lands to the said Mortgagee .

And that on default the Mortgagee shall have quiet possession of the said lands, free from all incumbrances: and that the said Mortgagor will execute such further assurances of the said lands as may be requisite:

And that the said Mortgagor ha done no act to incumber the said lands:

And that the said Mortgagor will insure the building on the said lands to the amount of not less than currency.

And that the said Mortgagor do release to the said Mortgagee all claims upon the said lands, subject to the said proviso.

Provided that the said Mortgagee on default of payment of any one of the said promissory note by the said Mortgagor for _____ months, may, without notice, enter on and lease or sell the said lands: provided that the Mortgagee may distrain for arrears of interest: provided that on default of the payment of the interest hereby secured, the principal hereby secured shall become payable: provided that until default of payment the Mortgagor shall have quiet possession of the said lands.

In witness whereof, etc.

Signed, sealed, etc.

FORM 841.

Mortgage of Leasehold Premises.

THIS INDENTURE made the _____ day of _____ A.D. 191____.

Between:

A. B., of the _____ of _____, in the _____ of _____, (occupation), hereinafter called the Mortgagor, of the First Part;

And The _____ Company, hereinafter called the Mortgagees, of the Second Part.

WHEREAS by an Indenture of Lease bearing date the _____ day of _____, A.D. 19____, and made between C. D., as Lessor, and the said A. B., as Lessee, the said Lessor did demise and lease unto the said Lessee, his executors, administrators and assigns, the lands hereinafter more particularly described in Schedule "A" to the said Indenture with the appurtenances to hold for and during the terms and at the rents more particularly set forth in said Indenture of Lease;

NOW THIS INDENTURE WITNESSETH that in consideration of _____ dollars now paid by the said Mortgagees to the said Mortgagor (the receipt whereof is hereby acknowledged) he the said Mortgagor doth hereby grant, bargain, sell, assign, transfer and set over unto the said Mortgagees their successors and assigns All and Singular the said Leasehold Lands, being more particularly described in the Schedule hereto attached marked "A" with the appurtenances and all other the premises comprised in and demised by the said lease and all other the estate, term, right of renewal and other the interest of the said Mortgagor therein.

TO HAVE AND TO HOLD unto the said Mortgagees, their successors and assigns for and during the unexpired residue of the said term except the last day thereof and the said Mortgagor doth hereby declare and agree that he, his executors, administrators and assigns will hold the last day of said term and also any and all renewal leases from time to time of the said lands and premises or any part or parts thereof in trust for the appointee or appointees of said Mortgagees their successors and assigns and for any purchaser or purchasers from them or any of _____ and in default of appointment or sale by them and as to the parts not affected by appointment or sale then in trust for the said Mortgagees, their successors and assigns.

PROVIDED that if the said Mortgagor, his executors or administrators, do pay unto the said Mortgagees, their successors or assigns _____ dollars, with interest at _____ per cent. per annum as follows: The said principal sum of _____ dollars to become due and payable as follows: _____ dollars (_____) on the _____ day of _____ in each of the years 19____, 19____, 19____, 19____ and the balance of said principal sum on the _____ day of _____ 19____, with interest on the unpaid principal from the date of these presents at the said rate of _____ per cent. per annum payable half-yearly on the _____ days of _____ and _____ in each and every year both before and after maturity and before

and after default and in case of proceedings to recover the same both before and after judgment until the whole amount shall have been fully paid and satisfied—the first payment of interest to be made on the _____ day of _____, one thousand nine hundred _____.

Arrears of both principal and interest to bear interest at the rate above mentioned and such arrears are to be a charge upon the land in the same manner as all other moneys hereby secured, and all rents reserved or payable in respect of the said term of years and all rates and taxes and charges what ever payable upon or in respect of the said lands and all payments which are or may be payable in respect of or in consequence of anything contained in the said lease then these presents shall cease and be void.

AND the said Mortgagor for himself, his executors and administrators, covenants with the said Mortgagees, their successors and assigns:

THAT he, the said Mortgagor, his executors and administrators, will well and truly pay or cause to be paid unto the said Mortgagees, their successors or assigns, the said principal sums and interest at the times and in manner above provided; and also (unless and until upon default the Mortgagees, their successors or assigns, do enter upon, lease or sell the said premises) will well and truly pay the said rents, rates, taxes, charges and payments and perform and observe all the covenants and conditions expressed or implied in or by the said lease and indemnify and save harmless the said Mortgagees, their successors and assigns against payment of any such rents, rates, taxes, charges and payments and against all loss, costs, damages and forfeiture whatsoever occasioned by or by reason of or consequent upon any non-payment, non-performance or non-observance in the premises; and will deposit with the Mortgagees the receipts for said rents within fifteen days of the dates when they respectively shall fall due under the terms of said Indenture of Lease. And further that if the Mortgagor, his executors or administrators do make default in payment of

any such rent, rates, taxes, charges or payments and the Mortgagees, their successors or assigns, do pay the same or any part thereof the Mortgagor, his executors and administrators will pay to him and them the amount so paid with interest at the rate of per cent. per annum and the said premises shall stand charged therewith upon this security.

AND that the said Lease is at the time of the sealing and delivery of these presents a good, valid and subsisting Lease in the law and not surrendered, forfeited or become void or voidable; and that the rents and covenants therein reserved and contained have been duly paid and performed by the said Mortgagor up to the day of the date hereof.

AND that the Mortgagor now hath in him good right, full power and lawful and absolute authority to grant, bargain, sell and assign the said lands and premises in manner aforesaid and according to the true intent and meaning of these presents.

AND that in the case of default in payment of any of the moneys or interest hereby secured or any part thereof the said Mortgagees, their successors and assigns, may enter into and upon and hold and enjoy the said premises for the residue of the said term of years and the renewal or renewals thereof (if any) for their own use and benefit without the let, suit, hindrance, interruption, or denial of the said Mortgagor, his executors, administrators or assigns, or any other person whomsoever; and that free and clear and freely and clearly acquitted, exonerated and discharged or otherwise by and at the expense of the said Mortgagor, his executors and administrators well and effectually saved, defended and kept harmless, or, from, and against all former and other gifts, grants, bargains, sales, leases and other encumbrances whatsoever:

AND that the said Mortgagor hath not nor has any other person heretofore, made, done, committed, or suffered any act, deed, matter or thing whereby or by reason whereof the said premises or any part thereof have or has been or may be in anywise charged, effected or encumbered.

AND that the said Mortgagor, his executors, administrators and assigns and all other persons claiming any interest in the said premises shall and will from time to time, and at all times hereafter, at the request and costs of the said Mortgagees, their successors or assigns, make, do, and execute, or cause and procure to be made, done and executed, all such further acts, deeds, assignments, assurances in the law for more effectually assigning and assuring the said premises to the said Mortgagees, their successors or assigns according to the true intent and meaning of these presents, as by the said Mortgagees, their successors and assigns, or his or their Counsel in the law, shall be reasonably advised or required.

AND THAT the said Mortgagees may insure the buildings on the said lands in such insurance Company or Companies as they may deem expedient to the amount of not less than dollars currency; and that the said covenant shall extend to renew the insurance from time to time and the premiums paid therefor shall immediately become repayable with interest at the rate aforesaid and all remedies herein provided for the recovery of principal and interest shall apply thereto. The said insurance shall be made payable to the Mortgagees, their successors or assigns.

PROVIDED, and it is agreed that on default of payment of any part of the interest hereby secured, or any part of the said rents, rates, taxes, charges, premiums of insurance, or other payments, or in case the Mortgagor shall fail to file with the Mortgagees the receipts for the rents reserved under said lease within fifteen days after the respective dates fixed by said lease for the payment of same, the principal money hereby secured shall become payable, but that in such case at any time before any judgment in the premises be recovered at law or within such times as, by the practice of equity relief therein could be obtained, the Mortgagor, his executors, administrators and assigns, shall, on payment of all arrears and costs, and on filing said receipts, be relieved from the conse-

quences of non-payment of so much of the moneys as has not become payable by lapse of time.

IT IS HEREBY AGREED AND DECLARED that in case of default in payment of any of the moneys or interest hereby secured or any part thereof and one month shall have elapsed without such payment being made (of which default as also of the continuance of some part of the said moneys or interest on this security the production of these presents shall be conclusive evidence) the Mortgagees, their successors or assigns may on one month's written notice which shall be sufficiently given to not only the Mortgagor but also to all other persons claiming any interest in the mortgage premises by a registered letter addressed to "A. B. Street, Toronto," without any further consent or concurrence of the Mortgagor, his executors, administrators or assigns, enter into possession of the said lands and premises, and receive and take the rents, issues and profits thereof and whether in or out of possession may make any such lease thereof or any part thereof as they shall think fit; and also may sell and absolutely dispose of the said lands and the then unexpired term of years therein and right of renewal and premises hereby assigned or any part or parts thereof by public auction or private contract or partly by the one and partly by the other, and may withdraw from sale or buy in and resell or vary or rescind any contract of sale without being responsible for any loss, costs or deficiency thereby occasioned and may make such terms and conditions of sale and agreements as to title, price and all other matters whatsoever as they may deem expedient, and may convey and assure the same when so sold to the purchaser or purchasers and his her or their executors, administrators and assigns:

PROVIDED that should default continue for two months the Mortgagees may exercise the foregoing powers of entry leasing or sale or any of them without any notice whatsoever,

PROVIDED that the Mortgagees, their successors and assigns, shall stand possessed of the said lands and the rents and profits thereof until sale, and then of the proceeds of sale

in trust, *firstly*, to pay all costs of getting and keeping possession of the said lands and premises, and of repairs, and of and about the leasing and selling thereof; *secondly*, to pay all money and interest hereby secured; and *lastly*, to pay the surplus, if any, to the said Mortgagor, his executors, administrators and assigns and to re-convey to them the said premises or so much (if any) thereof as shall remain unsold.

AND IT IS ALSO AGREED AND DECLARED that the said Mortgagees, their successors or assigns may appoint a Receiver of the income of the mortgaged premises or any part or parts thereof, and every such Receiver shall be deemed the agent of the Mortgagor, his executors, administrators or assigns, and he and they shall be solely responsible for the Receiver's acts or defaults; and the said Receiver shall have power to demand, recover and receive, all the income of the property of which he may be appointed Receiver, by action, distress or otherwise, either in the name of the Mortgagor, his executors, administrators or assigns, or of the Mortgagees, their successors or assigns, and to give effectual receipts for the same.

PROVIDED that the said Receiver may be removed and a new Receiver appointed from time to time by the Mortgagees their successors or assigns by writing under the hand of any authorized agent or solicitor.

AND IT IS FURTHER AGREED AND DECLARED that the Receiver shall be entitled to retain out of the moneys received by him a commission of five per cent. on the gross receipts or such higher rates as any Judge of the County Court of the County of _____ may allow upon application to him for that purpose, and also all his disbursements in the collection of such income.

AND IT IS FURTHER AGREED AND DECLARED that if the said Mortgagor, his executors or administrators shall make default in payment of any part of the said interest or of said instalments of principal at any of the days or times hereinbefore limited for the payment thereof, it shall and may be lawful for the said Mortgagees, their successors or assigns

to distrain therefor upon the said lands or any part thereof and by distress warrant to recover by way of rent reserved as in the case of a demise of the said lands so much of such interest or principal as shall from time to time be or remain in arrear and unpaid, together with all costs, charges and expenses attending such levy or distress as in like cases of distress for rent.

AND IT IS FURTHER AGREED AND DECLARED that all the powers given hereby may be exercised from time to time by the body, person or persons entitled to receive and give a discharge for the money secured hereby, and that where any power is exercised hereunder no appointment, sale, lease, payment, distress, action, proceeding or other act, or the title of any person claiming thereunder shall be impeachable on the ground that no cause had arisen to authorize the exercise of such power or that notice was not given or that the power was improperly or irregularly exercised, but any person damaged by an unauthorized or improper or irregular exercise of the power shall have his remedy in damages only against the body, person or persons exercising the power, but any action claiming any such damage shall be brought within three months from the alleged unauthorized, improper or irregular exercise of such power.

AND IT IS FURTHER AGREED AND DECLARED that any person or persons or body exercising any of the said powers shall be responsible only for such moneys as he or they shall actually receive, and shall not be responsible for any loss or damage except the same shall have been occasioned by or through his or their wilful neglect or default.

PROVIDED that if there shall be any loss by fire, the Mortgagees or their assigns may allow the Mortgagor his executors, administrators or assigns to receive or may entrust the whole or any part of any insurance moneys received by them to the mortgagor his executors, administrators or assigns, or to any contractor, architect or overseer, for the purpose of rebuilding without being responsible for the expenditure thereof, or for any loss which may be occasioned thereby, and may ad-

value any additional sums which may in their opinion be necessary for the purpose of completing or erecting any building on said premises, and the same shall be added to the amount hereby secured, and shall bear interest at the rate of per cent. per annum and be forthwith repayable.

AND IT IS FURTHER AGREED AND DECLARED that the said Mortgagees their successors or assigns may pay any liens, rates, charges or encumbrances upon the said lands, and charge payment thereof with interest at the rate of per cent. per annum, and shall be subrogated to the rights and remedies of the parties so paid off, and may incur and pay all costs, charges and expenses between solicitor and client which may arise in or about the said lands or in or about the title thereof, or the recovery or keeping of possession thereof or by reason of any charge or claim made thereon or in defence of the title thereto or in or about any action or proceeding which may be brought by or against the said Mortgagees their successors or assigns as Mortgagees, in respect of the said lands or of any contract which may be made respecting the same or be incurred in or about recovering or attempting to recover any insurance money or the money secured by these presents, or by any collateral or other securities therefor, and the amount so paid shall be added to the amount secured hereby and be payable forthwith and shall bear interest at the rate of per cent. per annum. Provided that the said Mortgagees their successors or assigns, may in their discretion, at all times, release any part or parts of the said lands or any other securities held by them for the moneys hereby secured either with or without any consideration therefor and without being accountable to the said Mortgagor or any person claiming under him for the value thereof or for any moneys except those actually received by them, and without thereby releasing any other of the said lands or any of the covenants herein contained or any endorser, surety or guarantor for the mortgage debt or any part thereof. And the said Mortgagor doth irrevocably authorize the Mortgagees their successors and assigns to from

time to time appoint any person or persons as the attorney of the Mortgagor his heirs, devisees, executors or administrators to execute any assignment to the Mortgagees, their successors or assigns or to the appointees or purchasers from them or any of them of the last day of the term of the said lease or any renewal or any other lease or leases of the said premises which may from time to time exist in the name of the Mortgagor his heirs, devisees, executors and administrators, and from time to time such appointment to revoke and to make any new or further appointment or appointments in place thereof.

AND IT IS FURTHER AGREED AND DECLARED that neither the preparation, execution nor registration of this mortgage nor the advance in part of the moneys secured shall bind the Mortgagees to advance the money hereby intended to be secured or any unadvanced portion thereof, but nevertheless the estate hereby conveyed shall take effect forthwith upon the execution hereof.

PROVIDED LASTLY that until default in pay of some part of the moneys and interest hereby secured, it shall be lawful for the said Mortgagor his executors, administrators and assigns to hold, occupy, possess and enjoy the said lands and premises hereby assigned with the appurtenances without any molestation, interruption or disturbance of, from or by the said Mortgagees, their successors and assigns, or any person claiming under them.

IN WITNESS WHEREOF the said parties have hereunto set their hands and seals.

Signed, sealed and delivered }
in the presence of }

Schedule "A."

TO INDENTURE OF MORTGAGE dated day of
A.D. 19 , and made between A. B. and the
Company.

FORM 842.

*Mortgage of Mixed Leasehold and Freehold Property, the
Latter Subject to a Prior Mortgage.*

THIS INDENTURE made the day of one
thousand nine hundred and

In pursuance of the Short Forms of Mortgages Act;
BETWEEN:

A. B., hereinafter called the Mortgagor,
Of the First Part,

The and
gagees, Company, hereinafter called the Mort-

Of the Second Part.

WHEREAS by an Indenture of Lease bearing date the
day of , one thousand nine hundred and , and
registered in the of the of on the
day of , 19 , as Number ,
and made between X. Y. and Z., as Lessors and the said A. B.
as Lessee, the said Lessors did demise and lease unto the
said Lessee the lands comprised in Parcel One in Schedule
A., to these presents, with the appurtenances to hold for and
during the term of years, to be computed from the
day of , 19 , at the rental and subject to the
conditions therein set forth.

AND WHEREAS the said A. B. is the owner in fee
simple of the lands and premises set forth in Parcel Two in
Schedule A. to these presents subject only to the mortgage
to M. N., which is registered as Number

AND WHEREAS the said Lessee for the purpose of erect-
ing upon said leasehold lands certain buildings upon plans
and specifications approved by the Lessors and by the Mort-
gagees, has applied to the said Mortgagees for a loan upon
mortgage of said lands in Schedule A. set forth.

NOW THIS INDENTURE WITNESSETH that in consideration of _____ dollars now paid by the Mortgagees to the Mortgagor (the receipt whereof is hereby acknowledged) the Mortgagor doth grant, bargain and assign, transfer and set over unto the said Mortgagees their successors and assigns all and singular the said leasehold lands, being more particularly described in Parcel One in Schedule A. to these presents, with the appurtenances and all other the premises comprised in and demised by the said lease and all other the estate, term, right of renewal and other the interest of the said Mortgagor therein.

TO HAVE AND TO HOLD unto the said Mortgagees their successors and assigns for and during the unexpired residue of the said term except the last day thereof, and the said Mortgagor doth hereby declare and agree that the Mortgagor his executors, administrators and assigns, will hold the last day of the said term and also any and all renewal leases from time to time of the said lands and premises or any part or parts thereof in trust for the appointee or appointees of the said Mortgagees their successors and assigns and for any purchaser or purchasers from them or any of them, and in default of appointment or sale by them and as to the parts not affected by appointment or sale then in trust for the said Mortgagees their successors and assigns.

And the said Mortgagor doth grant and mortgage unto the said Mortgagees its successors and assigns forever, all and singular the said freehold lands and premises being more particularly described in Parcel Two in Schedule A. to these Presents.

Provided that if the said Mortgagor, his heirs, executors, administrators or assigns, do pay unto the said Mortgagees their successors or assigns _____ dollars (\$ _____), with interest at _____ per cent. (_____ %) per annum as follows:—

The said principal sum of _____ dollars to become due and payable as follows: The sum of _____ dollars (\$ _____) on each of the _____ days of _____ in each

of the years 19 and 19 , the sum of dollars
 (\$), on the day of in each of the
 years 19 , 19 , and the balance of
 dollars (\$), on the day of
 19 , together with interest on the unpaid principal
 from the date of these presents at the said rate of
 per cent. (%) payable half-yearly on the
 of and in every year, both before
 and after maturity and before and after default, and in
 case of proceedings to recover the same both before and after
 judgment until the whole amount shall have been fully paid
 and satisfied; the first payment of interest to be made on the
 day of , 19 ; arrears of both principal
 and interest to bear interest at the rate above mentioned and
 such arrears are to be a charge upon the land in the same
 manner as all other moneys hereby secured; and all rents
 reserved or payable in respect of the said term of years; and
 all rates and taxes and charges whatsoever payable upon or
 in respect of the said lands and all payments which are or
 may be payable in respect of or in consequence of any-
 thing contained in the said lease, then these Presents shall
 cease and be void.

AND the said Mortgagor for himself his heirs executors
 and administrators, covenants with the said Mortgagees their
 successors and assigns: THAT if the said Mortgagor and his
 heirs, executors and administrators will well and truly pay or
 cause to be paid unto the said Mortgagees, their successors or
 assigns the said principal sum and interest at the times
 and in manner above provided; and also (unless and until
 upon default the Mortgagees, their successors, or assigns, do
 enter upon, lease or sell the said premises) will well and truly
 pay the said rents, taxes, charges and payments, and perform
 and observe all the covenants and conditions expressed or im-
 plied in or by the said lease, and indemnify and save harmless
 the said Mortgagees their successors and assigns against pay-
 ment of any such rents, rates, taxes, charges, and payments,
 and against all loss, costs, damages and forfeitures whatso-

ever occasioned by or by reason of or consequent upon any non-payment, non-performance or non-observance in the premises: AND FURTHER, that if the Mortgagor or its successors do make default in payment of any such rents, rates, taxes, charges or payments and the Mortgagees their successors or assigns do pay the same or any part thereof the Mortgagor, his heirs, executors or administrators, will pay to him and them the amount so paid with interest at the rate of per cent. per annum, and the said premises shall stand charged therewith upon this security.

AND AS TO THE SAID LEASEHOLD PREMISES—that the said lease is at the time of the sealing and delivery of these Presents a good valid and subsisting Lease in the Law, and not surrendered, forfeited or become void or voidable; and that the rents and covenants therein reserved and contained have been duly paid and performed by the said Mortgagor up to the day of the date hereof.

AND that the Mortgagor now hath in him good right, full power and lawful and absolute authority to grant, bargain, sell and assign the said lands and premises in manner aforesaid and according to the true intent and meaning of these presents.

AND that in the case of default in payment of any of the moneys or interest hereby secured or any part thereof the said Mortgagees their successors and assigns may enter into and upon and hold and enjoy the said premises for the residue of the said term of years, and the renewal or renewals thereof (if any), for their own use and benefit without the let, suit, hindrance, interruption or denial, of the said Mortgagor his executors, administrators or assigns, or any other person whomsoever; and that free and clear and freely and clearly acquitted, exonerated and discharged or otherwise by and at the expense of the said Mortgagor, his executors and administrators, well and effectually saved, defended, and kept harmless of, from and against all former and other gifts, grants, bargains, sales and other incumbrances whatsoever; AND that the said Mortgagor hath not, nor has any

other person heretofore made, done, committed or suffered any act, deed, matter or thing, whereby or by reason whereof the said premises or any part thereof have or has been or may be in anywise charged, affected or encumbered.

And as to the said lands held as aforesaid in Fee Simple:

THAT the Mortgagor has a good title in fee simple to the said lands;

AND that he has the right to convey the said lands to the said Mortgagee;

AND that on default the Mortgagee shall have quiet possession of the said lands free from all encumbrances save as aforesaid.

AND AS TO BOTH PARCELS that the said Mortgagor his heirs, executors, administrators and assigns, and all other persons claiming any interest in the said premises shall and will from time to time, and at all times hereafter, at the request of the said Mortgagees their successors or assigns, make, do and execute, or cause and procure to be made, done and executed, all such further acts, deeds, assignments, assurances in the law for more effectually assigning and assuring the said premises to the said Mortgagees their successors or assigns according to the true intent and meaning of these presents, as by the said Mortgagees their successors and assigns or their counsel in law shall be reasonably advised to be required.

[Insurance clause as in last precedent.]

PROVIDED, and it is agreed that on default of payment of any part of the interest hereby secured or of the principal or interest secured under Mortgage No. _____ aforesaid or any part of the said rents, rates, taxes, charges, premiums of insurance, or other payments, or in case the Mortgagor shall fail to file with the Mortgagees the receipts for the rents reserved under said lease within fifteen days after the respective dates fixed by said lease for the payment of same, the principal money hereby secured shall become payable, but that in such case at any time before any judgment in the premises be recovered at law or within such times as, by the

practice of equity relief therein could be obtained, the Mortgagor, its successors and assigns, shall, on payment of all arrears and costs, be relieved from the consequences of non-payment of so much of the moneys as has not become payable by lapse of time.

IT IS HEREBY AGREED AND DECLARED, etc. [*other clauses as in last precedent*].

FORM 843.

Mortgage (Collateral, to Secure Debt to a Bank.)

This Indenture made the day of , 19 .

BETWEEN :

A. B. and M. B., both of the City of
in the County of , yeomen of the one part
(hereinafter called the Mortgagors),
and

Bank of Canada, of the other part (hereinafter called the
Mortgagees).

Of the other part.

WHEREAS the Mortgagors are indebted to the Mortgagee, and further security for the said indebtedness has been demanded by the said Mortgagee which the Mortgagors have agreed to give.

AND WHEREAS the Mortgagors are seized of and entitled jointly to an estate in fee simple in possession in their own right in and to the lands hereinafter mentioned subject to certain prior encumbrances.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the premises and of One Dollar of lawful money of Canada now paid by the said Mortgagee to the said Mortgagors (the receipt whereof is hereby acknowledged) they the said Mortgagors DO GRANT AND MORTGAGE unto the said Mortgagee its successors and assigns forever,

ALL AND SINGULAR that certain parcel or tract of land and, etc.

PROVIDED this mortgage to be void on payment at the office of the Mortgagee at the City of _____, of the full amount of the indebtedness of the Mortgagors to the Mortgagee with interest thereon at the rate of six and one-half per cent. per annum.

On demand

together with interest at the rate aforesaid till the whole of the said indebtedness is paid and taxes and performance of Statute Labour.

And on payment to the Mortgagee of all indebtedness and liabilities, whether direct or otherwise of the Mortgagors to the said Mortgagee and also on payment of all bills of exchange, promissory notes, drafts, cheques, guarantees and other obligations now or hereafter held by the said Mortgagee in respect of the indebtedness and liabilities aforesaid, and all bills of exchange, promissory notes, drafts, cheques, and other obligations given by way of renewal thereof or substituted therefor together with all discounts, interest and damages in the nature of interest calculated at the said rate, and of all costs, charges and expenses incurred in connection therewith or in the collection or attempted collection thereof or in maintaining, suing or realizing on or otherwise dealing with any collateral or other securities now or hereafter held in connection with the said indebtedness or liabilities or any part thereof.

The said Mortgagors covenant with the said Mortgagee that the Mortgagors will pay the mortgage money and interest and observe the above proviso.

THAT the Mortgagors have a good title in fee simple to the said lands save as aforesaid, and that they have the right to convey the said lands to the said Mortgagee save as aforesaid; and that on default the Mortgagee shall have quiet possession of the said lands free from all encumbrances save as aforesaid.

AND that the said Mortgagors will execute such further assurance of the said lands as may be requisite.

AND that the said Mortgagors have done no act to encumber the said lands as aforesaid.

AND that the said Mortgagors will insure and keep insured the buildings on the said lands to the amount of not less than their full insurable value in currency.

AND that the Mortgagee may itself effect such insurances without further consent of the Mortgagors.

AND that the said Mortgagors DO RELEASE to the said Mortgagee all their claims upon the said lands, subject to the said proviso.

PROVIDED that the said Mortgagee on default of payment for one month may, on one month's notice, enter on and lease or sell the said lands.

PROVIDED also that should default be continued for two months the Mortgagee shall without giving any notice, be entitled to all powers, rights and privileges to which, under the proviso immediately next preceding, it would be entitled if the notice therein mentioned were given. When, under the terms hereof, a notice is necessary, such notice may be effectually given by notice addressed to the place of business of the said partnership or any one of them, if more than one, by registered letter, and by leaving the same with a grown up person on the said premises if occupied or by placing it thereon if unoccupied. And the Mortgagee or its assigns may sell the said lands either together or in parcels and on such terms as to credit and otherwise as shall appear to them most advantageous, and for such prices as can reasonably be obtained therefor, and that sales may be made from time to time of portions to satisfy interest or parts of the principal overdue, leaving the principal or balance thereof to run at interest payable as aforesaid, and may make any stipulations as to title, and may buy in or rescind or vary any contract for sale of any of the said lands and resell them without being answerable for loss occasioned thereby; and for any of said purchases may make and execute all agreements

and assurances it shall think fit; and that the purchaser at any sale hereunder shall not be bound to see to the propriety or regularity thereof; and that no want of notice when required hereby shall invalidate any sale hereunder, and the above powers may be exercised by the successors or assigns of the Mortgagee and against the heirs, executors, administrators and assigns of the Mortgagors and the survivor of them.

PROVIDED that the Mortgagee may distrain for arrears of interest.

PROVIDED that in default of payment of the interest hereby secured the principal hereby secured shall become payable.

PROVIDED that until default of payment the Mortgagors shall have quiet possession of the said lands.

IT IS ALSO COVENANTED between the Mortgagors and the Mortgagee that if the Mortgagors shall make default in payment of the said principal sum and interest thereon or of any part thereof at any of the before appointed times, then the said Mortgagee shall have the right and power and the Mortgagors do hereby COVENANT with the said Mortgagee for such purpose and do grant to the said Mortgagee full license and authority for such purpose when and so often as in its discretion it shall think fit to enter into possession either by itself or by its Agent of the said lands and to collect the rents and profits thereof and to make any demise or lease of the said lands or any part thereof, for such terms, periods and at such rent as it shall think proper, and that the power of sale herein embodied and contained may be exercised either before or after and subject to such demise and lease.

PROVIDED that any sale made under the power herein may be cash or upon credit, or partly for cash and partly for credit.

IT IS ALSO AGREED between the Mortgagors and the said Mortgagee that if any default should happen to be made in any payment of interest or principal, or any moneys hereby secured or any part thereof, then and in such case the principal money hereby secured, and every part thereof shall be-

come due and payable in like manner, and to all intents and purposes as if the time herein mentioned for payment of such principal money had come and expired.

It is FURTHER AGREED between the Mortgagors and the said Mortgagee, that it, the said Mortgagee, may pay all liens, taxes, rates, charges or encumbrances, which shall fall due or be unpaid on the said lands, and such payments, together with all costs, charges and expenses (between solicitor and client), incurred in taking, recovering, managing and keeping possession of or inspecting the said lands and generally in any other proceedings taken to realise or protect this security or to perfect the title to said lands shall be, with interest at the rate aforesaid, a charge on the said lands, in favour of the said Mortgagee, and that in case the said Mortgagee satisfy any charge or encumbrance on the said land, the amounts so paid shall be payable FORTHWITH with interest at the rate aforesaid and on default the power of sale hereby given, and other remedies hereby conferred shall be exercisable. In the event of any money being applied to the payment of any charge or encumbrance, the Mortgagee shall stand in the position and be entitled to all the equities of the person or persons so paid off whether such charges or encumbrances have or have not been discharged.

PROVIDED that the Mortgagors shall not be entitled to a discharge of this mortgage until and unless they shall have kept and performed all the covenants, provisos and stipulations herein contained whether the said Mortgagee has taken legal proceedings thereon and recovered judgment or otherwise, and the Mortgagors COVENANT with the said Mortgagee that it shall and will in everything do, perform and keep all the provisions and covenants in these premises according to the true intent and meaning thereof.

And the Mortgagors for themselves and the survivor of them and the heirs, executors, administrators and assigns of such survivors, COVENANT with the Mortgagee and its successors or assigns that the Mortgagee or its successors or assigns may at such time or times as it may deem necessary

and without the concurrence of any other person, make such arrangements for the repairing, finishing or putting in order any building or improvements on the mortgaged premises and for inspecting, taking care of, leasing, collecting the rent of and managing generally the mortgaged property as it may deem expedient, and all reasonable costs, charges and expenses, including allowance for the time and services of any officer or servants to the Mortgagee or other person appointed for the above purpose, shall be forthwith payable to the Mortgagee or its successors or assigns and shall be a charge upon the mortgaged property and shall bear interest at the mortgage rate until paid.

ALL COVENANTS contained herein are to be construed as joint and several.

IT IS UNDERSTOOD AND AGREED that the expressions "Mortgage Money," "Principal," "Indebtedness," and "Liabilities" shall include all overdrafts in connection with or by way of charge of, or substitution for any portion of the said indebtedness or liabilities, and that notwithstanding any change in the matters or forms of said indebtedness or the bills, notes or obligations from time to time representing the same, or in the names of the parties to the account or to the said bills, notes, guarantees or other obligations, and notwithstanding the opening of any new account or accounts and the closing in the books of the Bank of any other account or accounts representing the same, or any change whatever in the way of keeping the said books in respect of entries therein, these presents shall continue security for the said indebtedness and liabilities and all other sums intended to be secured hereby; and that notwithstanding new transactions in the shape of fresh loans or discounts or advances or the deposit of moneys or the drawing of cheques or the renewal by such cheques by being charged up or by being paid or otherwise, or all or any of the bills, notes or obligations representing or held as security for such indebtedness or liabilities or any part thereof, these presents shall always continue as security for the total amount of the indebtedness and lia-

bilities existing at the date hereof, with the addition of all documents, interest and other charges and sums herein provided for.

And it is HEREBY UNDERSTOOD AND AGREED by and between the parties hereto that any and all payments heretofore and hereafter made and all sums realized in any way in connection with the indebtedness or liabilities hereby secured may, whether the same be specially applied by the Mortgagors or by any other person or corporation, be applied by the Mortgagee to any portion or portions of the present or future indebtedness or liabilities of the Mortgagors to the Mortgagee, and the Mortgagee may at any future time and so often as it sees fit, change the application of or re-apply any or all of such payments whether such portion or portions of such present or future indebtedness or liabilities be joint or several or direct or indirect or otherwise or due or accruing due at the time of such application, change of application or re-application, and notwithstanding that entries of any previous application may be made in the books of the Mortgagee or in any receipts or statements furnished by it or otherwise.

AND IT IS HEREBY UNDERSTOOD AND AGREED by and between the parties hereto, that these presents are given as collateral and additional security for the payment of the said indebtedness and liabilities, and said bills, notes, drafts, cheques, and other obligations, and other sums as afore-said, and shall not in any way merge, delay prejudice or affect any other securities now or hereafter held by said Mortgagee in respect of the same or any portion thereof whether covering the same subject-matter or not, nor shall these presents in any way affect the rights or remedies of the Mortgagee against any other person, or Corporation upon any Bills of Exchange, promissory notes, drafts, cheques, guarantees or other obligations or securities upon or held in respect of said indebtedness or liabilities or any portion thereof, and all such securities, rights and remedies are hereby expressly reserved and the said Mortgagee may at any time or times

extend the time or times for payment thereof or release or vary or otherwise deal with the same without prejudice hereto.

PROVIDED that the Mortgagee may from time to time discharge any part or parts of the mortgaged lands for such consideration as it thinks proper, or without consideration if it sees fit, and no such discharge shall diminish or prejudice its security as against the lands remaining undischarged or against any person or corporation whomsoever; AND PROVIDED FURTHER that no surety, endorser or other person entitled to indemnity or contribution from the Mortgagors, their successors or assigns in respect of any sum secured hereby shall be entitled to the benefit of the security.

The parties have hereunto set their hands and seals the day and year above written.

Signed, Sealed and Delivered)
in the presence of)

FORM 844.

Mortgage to Trustee to Secure Bondholders.

THIS INDENTURE OF MORTGAGE DEED IN TRUST made in quintuplicate the day of in the year one thousand nine hundred and BETWEEN

The Electric Company, Limited, (hereinafter also called "the Company" or "the said Company" or "the Electric Company,")

Of the First Part.

and

Trust Company, Limited, (hereinafter called "the Trustee,")

Of the Second Part.

WHEREAS the Electric Company is incorporated by letters Patent bearing date the first day of August, 19 , under the Dominion Companies Act, then in force.

AND WHEREAS by the Dominion Companies Act of 1907 the Directors of the said Company are authorized to make by-laws for borrowing money upon the credit of the Company, and to issue bonds, debentures and other securities of the Company, and to pledge or sell the same and to hypothecate, mortgage or pledge the real and personal property of the Company or both to secure any such bonds, debentures or other securities, and any money borrowed for the purposes of the Company.

AND WHEREAS all necessary and requisite by-laws and resolutions of the directors and shareholders of the Company have been duly passed so as to make the issue of bonds hereby secured, and the execution of these presents legal and valid in accordance with the requirements of the statutes relating to the company and all other statutes and laws in that behalf.

AND WHEREAS a draft form of said bonds and coupons above referred to has been duly presented to and approved of by the said directors at a special meeting held by them upon the day of in the year 19 , and is as follows:

DOMINION OF CANADA.

INCORPORATED UNDER THE DOMINION COMPANIES ACT.

No.

\$1,000

The Electric Company, Limited.

First Mortgage Thirty-year Six per cent. Gold Bond.

The Electric Company, Limited, having its head office at the City of in the County of and Province of , a Company incorporated under the Dominion Companies Act, for value received, hereby promises to pay to the bearer, or if registered, to the registered holder hereof the sum of One Thousand Dollars (\$1,000), in gold coin of, or equivalent to the present standard in Canada of weight and fineness, at the office of the Trust Com-

pany, Limited, at Toronto, Canada, on the first day of April, A.D. 19 , with interest thereon at the rate of six per centum per annum, payable half-yearly at the said offices, in like money on the first days of April and September in each year, on presentation and surrender of the coupons hereto annexed as they severally become due and payable. This bond is one of a series of like date, tenour and effect, issued and to be issued to an aggregate not to exceed the sum of one hundred and fifty thousand dollars, for the security of which and the interest thereon, the plant, machinery and real estate of the Company, present and future, as therein more fully set forth, are mortgaged to the Trust Company, Limited, as Trustee, by mortgage bearing date the first day of 19 , and all of which said bonds are subject to the provisions of said mortgage.

This bond is subject to the terms of the said mortgage, which is hereby referred to for a description of the mortgaged premises and the nature and extent of the security, the rights of the holders of the bonds secured by it, and the terms and conditions upon which the said bonds are issued, and which rights, terms and conditions are made a part of this bond.

Both the principal and interest of this bond are payable without deduction for any tax or taxes which the said Company may be required to pay or retain therefrom, under or by reason of any present or future law of the Dominion of Canada, the Province of Ontario, or of any county or municipality, the Company hereby agreeing to pay all such tax or taxes.

This bond may be registered in the office of the Trustee at Toronto, in the manner and with the effect provided in said mortgage.

This bond shall not become obligatory until it shall have been certified by the Trustee under said mortgage.

The Electric Company, Limited, its successors and assigns may redeem this bond at any time upon giving notice of such redemption in accordance with the terms of

the said mortgage, and upon payment of the principal sum thereof and interest to the date of payment, together with a premium of five per centum on the par value of the bond in addition: and shall and will so redeem not less than twenty-five of this said issue of bonds at the expiration of each successive period of five years computed from the date of this bond.

IN WITNESS WHEREOF The Electric Company, Limited, has caused its corporate seal to be hereto affixed and these presents to be signed by its President or Vice-President and countersigned by its Secretary the first day of A.D. 191 .

The Electric Company, Limited,
President.

Countersigned. Secretary.

COUPON.

\$30.

\$30.

The Electric Company, Limited, will pay to the bearer on the first day of April, A.D. at the office of the Trust Company, Limited, in , Canada, thirty dollars in gold coin, unless the said bond be sooner redeemed in accordance with the provisions of the mortgage therein referred to, being six months' interest then due on its First Mortgage Thirty-year Six Per Cent. Gold Bond No. Coupon No.

Secretary.

TRUSTEE'S CERTIFICATE.

This bond is one of the series of bonds referred to in the within mentioned mortgage.

The Trusts Company, Limited.
Trustee.

By Manager.

Endorsed on said bond there shall be the following provisions for registration.

Date of
Registration.

Name of Registered
Owner.

Signature of
Registrar.

AND WHEREAS this mortgage deed in trust is given for the purpose of securing payment of the principal and interest of the said bonds rateably and without discrimination or preference according to their tenour and effect and is in form approved by the said directors at their said special meeting held by them upon the _____ day of _____ in the year 19____.

AND WHEREAS by an Indenture of lease dated the sixteenth day of June in the year 1851, made between The Commissioners of Public Works of Canada of the one part and A.B. of the other part, the said Commissioners did demise unto the said A.B. all the water coming down or which might thereafter come down from the _____ Canal by the race known as the Upper Race and Aqueduct in their then dimensions, to be used by the said A.B., his executors, administrators or assigns, from the first day of January, 1851, for the term of twenty-one years renewable for 183 years at the yearly rental of thirty-seven pounds ten shillings, and subject to the covenants and conditions in the said Indenture of lease contained.

AND WHEREAS by an Indenture of lease dated the twentieth day of June, 1854, made between the Commissioners of Public Works of Canada of the one part and the said A.B. of the other part, the said Commissioners did demise unto the said A.B., his executors, administrators and assigns for a period of twenty-one years from the first day of January, 1854 (renewable as therein provided) certain land described as follows: (*description*).

AND WHEREAS by Indenture bearing date the first day of June, 1895, all the right, title and interest of the said A.B., in and to the above recited leases was duly assigned and transferred to the mortgagors by one M.W., the assignee thereof.

NOW THEREFORE THIS INDENTURE WITNESSETH that the Electric Company Limited in consideration of the premises and for the purposes aforesaid and to make certain the payments of the said bonds and interest at the times and in the manner therein mentioned, and set forth, and in consideration of the sum of one dollar of lawful money of Canada paid to the said Company by the Trustee at or before the execution and delivery of these presents (the receipt whereof is hereby acknowledged) has granted, bargained, sold, assigned, transferred, set over, conveyed, mortgaged and confirmed, and by these presents doth grant, bargain, sell, assign, transfer, set over, convey, mortgage and confirm unto the Trustee, its successors in office as such Trustee and its assigns; ALL AND SINGULAR the franchise and undertaking and income, rents and revenues, and real and personal, moveable and immoveable property of the said Company now existing or at any time hereafter acquired all of which are hereinafter referred to as the "mortgaged premises," AND for greater security, but not so as to limit the generality of the foregoing, IT IS DECLARED that the said mortgaged premises shall include: ALL AND SINGULAR the premises comprised in and demised by the said hereinbefore in part recited Indentures of lease and every of them, together with the said leases, and all benefit and advantage to be derived therefrom: TO HAVE AND TO HOLD the same, together with all houses and other buildings, easements, privileges and appurtenances thereunto belonging or appertaining unto the said Trustee, its successors and assigns from henceforth for and during all the residue of the said terms of years granted by the said leases respectively and for all other the estate, term, right of renewal and other the interest of the Mortgagors therein and thereto, subject to the payment of rent and the observance and performance of the Lessees' covenants and agreements in the said Indentures of lease respectively reserved and contained.

AND THIS INDENTURE FURTHER WITNESSETH that for the consideration aforesaid the Electric Company Limited

as beneficial owners, doth hereby grant and mortgage unto the said Trustee, its successors and assigns forever ALL AND SINGULAR those certain parcels or tracts of land and premises situate lying and being in the City of _____ in the County of _____ and being: (*description*).

To HAVE AND TO HOLD the said mortgaged premises unto the Trustee, its successors and assigns forever IN TRUST for the ends, intents and purposes, and upon the conditions, covenants, and agreements expressed in the following articles:

Article I.

The total amount of the issue of bonds hereby secured shall be one hundred and fifty thousand dollars, and such bonds shall be certified by the Trustee, and until so certified by the Trustee, the said bonds shall not become binding upon the Company. The said bonds shall be numbered from No. 1 to No. 150, both inclusive.

Article II.

The whole of the said issue of bonds in the form as hereinbefore set forth duly signed by the President or Vice-President and countersigned by the Secretary with the requisite coupons attached thereto, shall upon the execution and delivery of this mortgage or deed of trust be issued, delivered to and deposited by the Company with the Trustee.

Article III.

The Trustee shall not be responsible for the application or non-application by the directors of the Company of any moneys realised by the sale of any of the bonds secured hereby and it shall not be any part of its duty to see to the application thereof.

Article IV.

All bonds hereby secured shall be payable to bearer and be negotiable by the holder thereof, subject however, to the following terms as to registration:

Any of the bonds of the issue hereby secured may be registered in the name of the holder in the books to be provided for the purpose by the Company, and kept at the office of the Trustee in the City of _____, which registration shall be noted thereon after which no transfer thereof shall be valid unless made on said books until such bonds be again transferred to bearer. The coupons, however, shall always be transferable by delivery. The expense of registration shall be borne by the bond-holder. The Trustee shall not be bound to take notice of any trusts appearing on or referred to in said bonds or otherwise with respect thereto, and may transfer the same on the direction of the person registered as the holder thereof, whether named as Trustee or otherwise, as though that person were the beneficial owner thereof.

Article V.

The Company shall, at any date fixed for the payment of interest Coupons, have the right to redeem, at the rate of one hundred and five per centum of their face value, any of the bonds secured hereby, after notice of its intention so to do, published two months prior to such date in the _____ and _____ newspapers published in _____, Canada, and no interest shall after such publication and after such date be payable on any bond or bonds which the Company in such notice shall have declared its intention to redeem, provided the Company shall have deposited with the Trustee at Toronto, for the purpose of redeeming the same the amount thereof, with five per centum premium on the face value thereof, and interest thereon to the date fixed for payment of such bonds.

And the Company shall be bound to redeem and shall in fact redeem in the manner aforesaid not less than twenty-five of such bonds every five years, and shall deposit with the Trustee at Toronto for the purpose of redeeming the same from time to time at the end of every five years the amount thereof and interest thereon to the date of such redemption.

The Company shall from and after the first day of 19 , provide a sinking fund of not less than \$2,335.86 every six months, in such manner that said fund shall suffice to redeem the whole of the bonds from time to time outstanding, said payments to sinking fund to commence upon the first day of 19 , and to be made thereafter on the first day of April and the first day of September in each year until the first day of April, 19 . and such sinking fund to be applied in redemption of twenty-five of such bonds every five years as aforesaid. The Company may purchase in the open market any of said bonds and the same shall be treated as reducing the amount pro tanto to be redeemed out of the sinking fund in any year.

The Trustee shall, a sufficient time before the publication of such notice of redemption draw by lot the number of such bonds as may be required to be redeemed out of such sinking fund as hereinbefore provided or otherwise, and shall give notice of the numbers as drawn by publishing the same in the manner hereinabove provided, and such bonds shall, after being so drawn, be redeemed at the office of the Trustee at , at the face value thereof, on the next following day for the payment of interest coupons, and no interest shall after such notice and drawing and after such date be payable thereon provided the Company shall have deposited with the Trustee at out of such sinking fund the amount thereof at the face value thereof and interest thereon to the date so fixed for payment.

Article VI.

If the Company or its assigns shall well and truly pay the bonds issued under these presents as required to be paid, and all interest thereon, according to the tenour and effect of the said bonds, and shall well and truly keep and perform all things herein required to be kept and performed by the said Company according to the true intent and meaning of these presents, then and in such case, the right, title and interest of the Trustee and its successors under the trusts hereby created, and the equity of the bondholders in the said property shall cease and determine and become void without any release by the said Trustee, but it shall be the duty of the said Trustee, at the request and at the proper costs, charges and expenses of the Company, to re-convey the property to the Company by deed of release, otherwise these presents shall be and remain in full force and vi

Article VII.

Until default shall be made in the payment of principal and interest or any part thereof payable upon the said bonds and coupons as the same shall respectively become due and payable or in the performance of the covenants hereinafter expressed to be performed by the Company, its successors and assigns, and until by reason of the continuance of such default the Trustee shall become authorized as hereinafter provided to enter upon the mortgaged premises and to exclude the Company therefrom, the Company shall be suffered and permitted by the Trustee to remain in the full possession, control and use of the said mortgaged premises and to receive and use the rents, incomes, issues and profits thereof, and all moneys payable thereon and receivable or derivable therefrom. The Trustee may in its discretion allow the Company from time to time to dispose of any boilers, engines, water-wheels, shafting or other plant, machinery, fixtures, tools and implements hereby conveyed, assigned and mortgaged or

herein expressed or intended so to be, which may have become unfit or unnecessary for use in connection with the business and operations of the Company; and the Trustee may release from the operation of these presents any property so sold, on such terms as it may deem proper. The Company shall have the further right at all times and from time to time to sell and convey free from the lien of these presents any of its real estate, buildings and fixtures which shall no longer be either suitable or necessary in the proper and judicious management of the business of the said Company, provided, however, that no such sale or conveyance shall be made without the express consent in writing of the Trustee who is hereby authorized to release under its seal from the operation and effect of this mortgage any such property so sold or exchanged for other property in good faith, and the Trustee may accept as sufficient evidence of the facts required to warrant the execution of such release, a certified copy of a resolution of the Board of Directors of the Company, or any successor Company, declaring such facts to exist and requesting such release. All property taken in exchange for or purchased with the proceeds of any real estate, buildings or fixtures so sold and released, shall immediately become and remain subject to the lien, operation and effect of this mortgage, as if it now formed a part of the property hereby mortgaged or expressed or intended so to be. The net cash proceeds of any real estate, buildings or fixtures sold and released as in this Article provided, shall be paid to the Trustee and shall be by it applied under the direction of the Company in good faith and so soon as may be towards the acquiring of additional real estate, fixtures or equipments, of not inferior value, necessary or convenient for its operation, or shall be applied to the purchase of bonds of the Company of the issue hereby secured, if the same are obtainable, which bonds purchased shall be cancelled forthwith by the Trustee and retained in its possession until destroyed. Neither the Trustee nor its successors shall be subject to any liability to any person or persons

by reason of any act done or performed in good faith under the provisions of this Article. And the Trustee shall be entitled to act in all cases arising under this Article on the direction of the Company under its corporate seal without investigation or inquiry on its part, which, however, it may make if it shall see fit.

Article VIII.

The Company, for itself and its successors and assigns, hereby covenants and agrees to and with the Trustee, its successors in the trust hereby created by these presents, and their assigns, as follows:

1. The bonds hereby secured, or intended so to be, shall be issued only at such time and in such amount as hereinbefore limited.

2. The Company shall and will duly pay the principal and interest of the said bonds to the several holders thereof when and as the same shall become due and payable according to the effect and tenour thereof.

3. The Company shall and will pay and discharge all taxes, assessments and other liens and charges levied or imposed during the continuance of this mortgage, provided however, that nothing herein contained shall require the Company to pay any such taxes, assessments, charges or liens so long as it shall in good faith contest the validity thereof.

4. The Company will not suffer any lien prior or of equal priority or superior to the lien of these presents to be hereafter created upon the said mortgaged premises or any part thereof.

5. The Company will keep and maintain the property hereby mortgaged in good order and condition.

6. The Company will keep all the mortgaged premises liable to be destroyed by fire reasonably insured, with the

loss under the insurance policies made payable to the Trustee, and in case of destruction or damage by fire, all insurance moneys shall promptly be applied to replace or repair such property as may be destroyed or damaged, or to the purchase of other real estate fixtures or equipments necessary or convenient for the operation of the Company and the property so replaced or purchased shall immediately become subject to the lien of this mortgage. And if the Company does not so purchase or does not continue its business after such destruction or damage or does not rebuild or restore the property within six months thereafter the said insurance moneys shall be paid to the holders of the said bonds pro rata although such bonds have not matured and such payment shall be received by the bondholders as part of the redemption of said bonds and on account thereof.

7. The Company will from time to time and at all times hereafter, and as often as thereunto requested by the Trustee under this Indenture, execute, deliver and acknowledge all such further deeds, conveyances and assurances in the law for the better assuring unto the Trustee upon the trusts herein expressed, the property of the Company acquired and to be acquired, constructed and to be constructed, together with its equipment, appurtenances and franchises, and all and singular the lands, property movable and immovable and things hereinbefore mentioned or described, acquired or to be acquired, and granted or conveyed or agreed or intended or contemplated to be granted to the Trustee or its successors in the trust created by these presents, as by the Trustee or by its counsel learned in the law shall be reasonably required or advised, so that the Trustee or its successors in trust and their assigns shall become fully possessed of and entitled to the same, and so often as property of any kind shall be acquired by the Company will stand seized thereof, and hold the same subject to the trusts hereof until conveyance.

8. That it has a good and sufficient title to the mortgaged premises free of all encumbrances.

Article IX.

If the Company makes default in paying the principal of or interest on any of the said bonds at the time when the same by the terms of the said bonds become due and payable, then at the next annual general meeting of the Company, and at all subsequent meetings, all holders of bonds so being and remaining in default shall in respect thereof have and possess the same rights and privileges and qualifications for being elected directors and for voting at general meetings as would attach to them as shareholders if they held fully paid-up shares of the Company to a corresponding amount. And if and so far as such bonds shall be at the time or times when the Company shall so make default held by any corporate body, then such corporate body shall be entitled if it so desire, to transfer such bonds so held by it to one or more of its officers or other person or persons for the purpose of enabling such transferees to be elected directors or to vote as above mentioned, and such transferees shall then possess the same rights and privileges and qualifications for being elected directors, and for voting at general meetings as would attach to them as shareholders if they held fully paid-up shares of the Company to a corresponding amount.

Article X.

If default shall be made in the payment of any money, principal or interest, payable upon any of the bonds hereby secured, or in the performance of any other covenants of the Company herein contained, it shall be lawful for the Trustee at any time during the continuance of such default to proceed to enforce the rights of the Trustee and of the bondholders under this mortgage by foreclosure, or by any other appropriate proceedings in any proper Court for that purpose as the Trustee being advised by counsel learned in the law shall deem most expedient for the interest of the bondholders.

Upon any action or suit being brought to enforce any rights of the Trustee or of the bondholders under this Indenture, the Trustee shall be entitled as a matter of right to the appointment of a receiver of the plant and machinery, property, premises, rights and franchises hereby mortgaged or expressed or intended so to be, and to use the incomes, revenues, rents, issues and profits thereof with such power as the Court making such appointments may confer; and notwithstanding such appointment, the Trustee shall be entitled to retain possession and control of any personal property held by it in pledge hereunder.

Article XI.

If default shall be made in the payment of any interest upon any of the bonds hereby secured, and such default shall continue for six months, thereupon the principal sum of all of the said bonds shall, at the option of the Trustee, become due and payable, anything in said bonds or herein to the contrary notwithstanding, and if requested so to do by a majority in interest of the holders of the bonds hereby secured as to which such default exists, by an instrument or concurrent instruments in writing, signed and approved as hereinafter provided, it shall be the duty of, and it is hereby made obligatory upon, the Trustee to declare the entire principal sum due and payable as aforesaid and the same shall thereupon become due and payable: and a majority in interest of such bondholders may in like manner direct the Trustee, upon indemnifying it to its satisfaction against the expenses incurred, and against loss and damage, to refrain from making such declaration upon such terms and conditions as such majority shall deem proper, and a majority in interest of such bondholders may in like manner annul and reverse any such declaration if already made by the Trustee, and such principal sum shall thereupon cease to be due, anything herein contained or any action taken hereunder to the

contrary notwithstanding, but the action of the Trustee or of the bondholders in case of default shall not affect or impair the right of a majority in interest of such bondholders in the manner aforesaid at any time while such default continues to direct the Trustee to declare such principal sum due, or in any wise affect any subsequent default on the part of the Company or impair any right resulting therefrom.

Article XII.

If default shall be made in the payment of the principal of any of the bonds hereby secured, or of any interest upon any of said bonds, and such default shall continue for six months, or if default shall be made in the due keeping, fulfilling, observance and performance by the Company of any of the covenants, terms, articles and conditions herein agreed and stipulated to be kept, fulfilled, observed and performed by the Company, and such default shall continue for six months, it shall be lawful for the Trustee as often as any such default shall occur either personally or by its agent or agents, attorney or attorneys, to enter into and upon all of the mortgaged premises, and each and every part thereof, and to exclude the Company, its agents and servants, wholly therefrom, and having and holding the same to use, operate, manage and control the plant, machinery and other mortgaged premises, and conduct the business of the Company either personally or by its superintendents, managers, receivers, agents or attorneys, as it shall deem to be to the best advantage in accordance with law and upon each entry it shall be lawful for, but not obligatory upon, the Trustee from time to time to insure and keep insured at the expense of the trust estate, so much of the mortgaged premises as may be insurable, in the manner and to the same extent as is usual in like cases, and likewise to make from time to time, at the expense of the trust estate, all such necessary or proper repairs, renewals and replacements thereto and thereon, as may seem

to it judicious, and to collect and receive all incomes, rents, revenues, issues and profits of the same and every part thereof, and after payment of the expenses of operating the said plant and machinery, and other mortgaged premises and property, and conducting the business of the company, and of all the repairs, renewals, and replacements, and after all payments which may be made for taxes, assessments, insurance, interest on bonds secured by liens, if any, prior to the presents, and other proper charges upon the said premises and property of the Company or any part thereof, as well as of just and reasonable compensation for its own services, and compensation to all attorneys, solicitors, agents, clerks, servants and other employees by it engaged or employed, the Trustee shall apply the money arising as aforesaid to the payment of the interest in arrear, or which may after such entry become due and payable on the outstanding bonds secured hereby, in the order of the maturity of such interest, rateably to the person or persons entitled to receive the same, without any discrimination or preference of one bond over another on account of the time of their actual issue or otherwise. That after such entry as aforesaid, whenever the income from the mortgaged premises under the management of the Trustee has been sufficient to pay as aforesaid all the interest in arrear on the bonds outstanding and secured hereby including interest accrued but not yet due, the Trustee shall upon request in writing of the Company, if there be no default in the payment of the principal of any of said bonds, restore said mortgaged premises to the Company, to possess, manage, operate and enjoy same in like manner as before said entry, but such restoration shall not in any way affect the right of the Trustee to enter, as herein provided, for any subsequent default; provided, nevertheless, that if such Trustee or its successors shall at any time after such entry as aforesaid think it not expedient to work and operate said plant and machinery and other premises and property in the manner aforesaid, or any part thereof, it shall be lawful for it from

time to time to demise or let the said plant and machinery and other premises and property to any person or persons, corporation or corporations, willing to work and operate the same for such term or period, and at such rent or portion of the receipts and profits and generally upon such terms and conditions as the said Trustee or its successors shall in their discretion think fit, and the said Trustee or its successors shall apply the revenues of income arising from said demise or letting in the same manner as any revenue arising in the event of said plant and machinery, and other premises, and property being worked and operated by the Trustee or its successors is applicable under the provisions hereinbefore contained; provided, however, that no such demise or letting shall be for a period exceeding one year, unless consent in writing of the holders of a majority in interest of said bonds be first obtained to a longer period.

Article XIII.

It is further provided, by and on behalf of the Company, and it is hereby agreed, that in addition to all other powers hereinafter conferred upon the Trustee and the bondholders, to enable them to enforce payment of the said bonds and interest, and as a cumulative remedy, that they shall have the following rights and powers, that is to say, in case default shall be made in the payment of the interest on the said bonds, or any part thereof, and such default shall continue for the period of six months thereafter, or in case default shall be made in the payment of the principal on said bonds, or any part of them, or any part thereof, when the same shall respectively become due and payable, according to the tenour thereof, and shall continue for a period of six months thereafter, or in case default shall be made in the due keeping, fulfilling, observance and performance, by the Company of any of the covenants, terms, articles and conditions herein agreed and stipulated to be kept, fulfilled, ob

served and performed by the Company, and such default shall continue for the space of six months, it shall be lawful for the Trustee, after such entry as aforesaid, or after other entry or without entry, personally, or by its attorneys, or agents, to dispose of all and singular the mortgaged premises, or any part or parts thereof, either by public auction or private sale, and at such time and place as the Trustee shall appoint, it having first given notice of the time and place of such sale, at least two months prior to the date fixed for said sale, by serving a copy of such notice at the head office or then last known or usual head office of the Company, in the Province of _____, and by publishing an advertisement once a week for four consecutive weeks, which period may be wholly or in part concurrent with the period last mentioned, in at least one daily paper published in the City of _____, one daily paper published in the City of _____, and one daily paper published in the City of _____. It shall be lawful for the Trustee to make such sale with or without any special conditions as to the sale or upset price, reserve bid or otherwise, and also with full power to rescind or vary any contract of sale it may have entered into and resell with or under any of the powers herein contained, without being responsible for any loss on any such resale; with full power to the Trustee to stop, suspend or order an end of such sale from time to time in its discretion, and upon any such sale or sales as aforesaid, to make and deliver to the purchaser or purchasers of the said assets, real or personal, and the undertakings of the Company, a good and sufficient deed or deeds in the law for the same. And after deducting from the proceeds of such sale just allowance for all expenses thereof, including attorneys, solicitors, and counsel fees, and all other expenses, advances or liabilities, including premiums of insurance, if any, which have been made or incurred by the Trustee in operating or maintaining the said Company, or in managing the business thereof, and all payments made by it for taxes or assessment, or for charges or liens, if any, prior

to the lien of these presents upon the said premises or any part thereof, as well as reasonable compensation for its own services and any other expenses incurred in and about the matter, it shall and may be lawful for the Trustee, and it shall be its duty to apply the residue of the money arising from such sale to the payment of the principal and accrued and unpaid interest on all such bonds which shall then be outstanding, without discrimination or preference as between principal and accrued and unpaid interest, or as between the holders of the said bonds, or any coupons thereof, equally and rateably to all such bond and coupon-holders; and, if after payment and satisfaction in full of such bonds, principal and interest, a surplus of the said proceeds shall remain, the surplus shall be paid to the Company or its assigns. And it is hereby declared and agreed that the receipt by the Trustee for the said purchase-money shall be a sufficient discharge to the purchaser or purchasers at such sale for his or their purchase-money, and that after payment of such purchase-money, and having such receipt, the purchaser or purchasers shall not be obliged to inquire into or see to the application of such purchase-money upon or for the trusts and purposes of these presents, or be in any manner whatsoever responsible for any loss, misapplication or non-application of the said purchase-money or any part thereof, nor shall he or they at any time be obliged to inquire into the validity or legality of or for any such sale.

Article XIV.

It is hereby declared that upon any sale being made in pursuance of the aforesaid powers or trusts in that behalf, it shall be lawful for any one or more of the said bondholders, or for any person representing all or any of the said bondholders, to become the purchaser or purchasers at such sale, and then in every case the Trustee, if requested so to do by the purchaser or purchasers, shall accept from such purchaser or purchasers, in payment or part payment of the

money, so many of the said bonds as shall be in the possession of such purchaser or purchasers, if the price be sufficient to pay all bonds secured hereby in full, and if not, shall give such purchaser or purchasers credit in respect of the bonds held by him for such sum as he or they would be entitled to receive if the whole of the said purchase money had been paid in cash, and a distribution of the same made among all the holders of the bonds secured thereby, then outstanding, *pari passu* and *pro rata*, according and subject to the provisions hereinbefore contained.

Article XV.

It shall be the duty of the Trustee, but subject always to the provisions herein contained, to exercise the powers of entry hereby granted, or the powers of sale hereby granted, or both, or to proceed by suit or suits in equity or at law to enforce the rights of bondholders in the several cases of default herein specified on the part of the Company or its assigns in manner and subject to the qualifications herein expressed, upon the requisition of the bondholders as herein prescribed, as follows:—

1. In case default shall be made in the payment of any semi-annual instalment of interest to accrue on any of the said bonds to be issued as herein provided, or in the principal of any of the bonds hereby secured, and such default shall continue as afore-said for a period of six months, then and in every case, upon the requisition in writing signed by a majority in interest of the holders of said bonds, and upon indemnification of the Trustee to its satisfaction against the costs, expenses and liabilities to be by it incurred, it shall be the duty of the Trustee to proceed to enforce the rights of the bondholders under these presents by such proceedings authorized by these presents or by law, as it shall be in such requisition directed to take, or if such requisition contains no

such direction, then by entry, sale or suit or suits in equity or at law, as it being advised by counsel learned in the law shall deem most expedient for the interests of the holders of said bonds; the rights of entry and sale hereinbefore granted being intended as cumulative remedies additional to all other remedies allowed by law for the execution and enforcement of the trust hereof; provided, nevertheless, that it shall be lawful for a majority in interest of the holders of said bonds for the time being, by an instrument under their hands and seals, to direct the Trustee to waive such default upon such terms as may be directed by such majority in such instrument. And it is hereby further declared and provided that no action taken by the Trustee or by the bondholders under this clause shall prejudice or in any manner affect the power or rights of the Trustee or of the bondholders in the event of any subsequent default or breach of condition or covenant herein.

2. If the Company shall make default or breach in the performance or observance of any other conditions, obligations, or requirements, by the said bonds or by this present deed imposed upon them, then, and in such case the Trustee shall, upon a requisition in the manner aforesaid of a majority in interest of the bondholders for the time being, and upon indemnification of the Trustee to its satisfaction against the costs, expenses and liabilities to be by it incurred, proceed to enforce the rights of the bondholders in or by these presents in the manner by the first clause of this deed provided, subject to the power in such majority at all time to direct in the manner aforesaid, the Trustee to waive such default or breach upon due reparation therefor to the satisfaction of such majority being made. And it is hereby provided that no action taken by the Trustee or by the bondholders under this clause shall prejudice or in any manner affect the powers or rights of the Trustee or of the bondholders in the event of any subsequent default or breach of conditions or covenants herein.

Article XVI.

Any requisition or consent of the holders of a majority in amount of the bonds hereby secured herein provided for shall be deemed conclusively established if it shall appear in the manner hereinafter provided that the persons executing such request or consent were severally the holders of the number of bonds set opposite their respective names at the time of the execution by them of such requisitions or consent. The holding and date of holding of every bond of such issue by any person executing any such requisition or consent in writing, and the amount and serial number of the bond held by such person, may be established by an instrument in writing by the Trustee or by any bank or trust company or officer thereof, or by any banker approved in writing by the Trustee and duly acknowledged before a notary public, to the effect that such person exhibited to the Trustee or such bank or trust company or officer thereof or to such banker, the bond described in said instrument at the date therein mentioned. The ownership of registered bonds shall be proved by the register of such bonds as hereinbefore provided. The fact and date of execution of any person of any such requisition or consent may be proved by an affidavit or statutory declaration taken before a notary public or by the certificate of the Trustee.

Article XVII.

The rights and remedies secured to the holders of said bonds by this mortgage, and the trusts herein declared, shall as against the mortgaged premises and property, and every part thereof, be exclusive of all other rights and remedies, and no part of the mortgaged premises shall be levied upon, taken in execution, or sold under any judgment or decree obtained by the holder or holders of any of the said bonds or interest thereon against the Company for the payment of either principal or interest of the bonds secured hereby, un-

less such judgment or decree shall have been entered for the purpose of enforcing the trusts herein contained.

Article XVIII.

For the debts and bonds secured hereby, the Company is personally liable, and any deficiency after exhausting the mortgage security may be enforced against the Company, but not against its officers, directors, incorporators or stock-holders individually, and it is expressly agreed between the parties hereto and by every person who shall take or hold any bond or bonds issued hereunder, that no recourse shall be had, directly or indirectly, to any statutory or other individual liability of any of the existing or future officers, directors, incorporators and stockholders of the Company, for the enforcement or collection of such bonds or any of them.

Article XIX.

The Trustee may at any time, upon giving three months' notice in writing to the Company and to the holders of such of the bonds as may be registered, directed to their registered addresses, and by an advertisement published once a week for four successive weeks in some newspaper published at the Cities of _____, and _____,

resign its trust hereunder, and thereupon all its duties and responsibilities as such Trustee shall cease.

In the event of the refusal, resignation, failure, neglect, death or other incapacity of the Trustee herein mentioned, or of its successor or successors in this trust, to accept or execute the same, then the holders of the majority in interest of the said bonds then outstanding shall designate by an instrument in writing another or other Trustee or Trustees to act in its place, and upon his or their acceptance in writing of said trust, delivered to the President or Vice-president of the Company, such designation and acceptance shall be recorded at the expense of the Company in the office of the Honourable the Provincial Secretary, and in such other offices

or places where the said mortgage may be recorded. Until the bondholders make such selection, the President of the Company, with the consent in writing of the owners or holders of at least twenty-five per cent. of the then outstanding bonds, will temporarily appoint to fill such vacancy one or more persons or another corporation competent to act and willing to accept the trust, which designation and acceptance shall be recorded as aforesaid. In the event of the resignation of the Trustee, and the failure of the bondholders to appoint a new Trustee as above provided within two months after such resignation, such new Trustee shall be appointed by a Judge of the Supreme Court of Ontario, upon the application of the Trustee or a majority of the bondholders.

The person or persons or corporation selected or appointed shall be thereby substituted for the originally named Trustee, the party of the second part hereto, and successors of any such new Trustee or Trustees may be appointed in like manner as often as a vacancy in said trust may occur. The Company and the Trustee, parties hereto, shall in any and every such case make and execute upon request any such deeds, conveyances, assignments and assurances as may be legally necessary or advisable for more fully vesting in and confirming to such new Trustee or Trustees such estate, rights, powers and duties. The word "Trustee" when used in these presents shall for all purposes be taken, held and construed to mean, include and describe the person or persons or corporation who or which shall for the time being be charged with the trusts hereby created and herein expressed.

Article XX.

The Trustee shall not be liable for or by reason of any failure or defect of title to or any encumbrance upon the mortgaged premises, or for or by reason of the statements of facts or recitals in this mortgage or in the bonds contained, or be required to verify the same, but all such statements and recitals are and shall be deemed to have been made by the

Company only; and it shall not be the duty of the Trustee and nothing herein contained shall in any wise cast any obligation upon the Trustee to see to the registration or filing or renewal of this or any other deed or writing by way of mortgage or bill of sale upon the mortgaged premises or any part thereof, or upon any other property of the Company, or to procure any further, other or additional instrument of further assurance or to do any other act for the continuance of the lien thereof, or for giving notice of the existence of such lien or for extending or supplementing the same, or to insure against loss or damage by fire any of the mortgaged property; or to keep itself informed or advised as to the payment by the Company of any taxes or assessments or premiums of insurance or other payments which the Company should make, or require such payment to be made, it being hereby agreed and declared that as to all the matters and things in this clause referred to, the duty and responsibility shall rest upon the Company and not upon the Trustee, and the failure of the Company to discharge such duty and responsibility shall not in any way render the Trustee liable or cast upon it any duty or responsibility for breach of which it would be liable; and the Trustee shall not be required to take any action in virtue of any of the powers conferred upon it hereunder until required so to do by writing signed by holders of bonds as herein provided, and prior to such requisition the duty and responsibility of the Trustee are confined to certifying the said bonds.

Article XVI.

It is hereby declared that the last day of any term of years reserved by any lease, verbal or written, or any agreement therefor now held or hereafter acquired by the Company, and whether falling within a general or specific description of property hereunder, is hereby excepted out of the assignment or transfer of such lease or agreement hereby made, and does not and shall not form any portion of the mortgaged premises.

And it is further hereby declared and agreed that after any lease or sale made under the powers herein contained of any leasehold interest forming part of the mortgaged premises, the Company shall stand possessed of the premises sold for the last day of the term granted by the lease thereof or agreement therefor in trust for the purchaser or purchasers, their executors, administrators and assigns, to be assigned and disposed of as he or they may direct.

ARTICLE VIII.

The Trustee, the party hereto of the second part, for itself, its successor or successors hereby accepts the trusts and assumes the duties herein created and imposed upon it only upon the following terms and conditions:

1. The Trustee may select and employ in the execution of the trusts and duties suitable assistants, agents whose reasonable compensation shall be paid by the Trustee by the Company, or in default of such payment shall be a charge upon the hereby mortgaged premises and the said Trustee shall be liable for any neglect or other wrong-doing of any such agents or attorneys, if reasonable care has been exercised in their selection, nor shall it be otherwise answerable save for its own wilful neglect or default.

2. The Trustee shall have a lien on the mortgaged premises and funds paramount to said bonds for its reasonable expenses, counsel fees and compensation incurred in the performance of the said trusts, powers and duties.

3. The Trustee shall be under no obligation or duty to perform any act hereunder or to defend any suit in respect hereof unless fully indemnified to its satisfaction, nor shall the Trustee be bound to recognize any person as a bondholder until his bonds are submitted for inspection as hereinbefore provided and his title satisfactorily established if disputed.

4. The exclusive right of action hereunder shall be vested in the Trustee until refusal of the Trustee so to act, and no bondholder shall have a right to enforce these presents until after demand upon the Trustee, accompanied by a tender of indemnity satisfactory to it as aforesaid, and refusal or neglect by the Trustee to act in accordance with the said demand.

Article XXIII.

In any case or upon any occasion arising when the Trustee shall desire to consult with the bondholders, a meeting of the bondholders may be called by the said Trustee by notice to be published once a week for three consecutive weeks in some newspaper published in the Cities of _____ and _____, and by notice mailed at least ten days before the date fixed for such meeting to the addresses of such of the bondholders whose bonds are registered, and such meeting shall be held in the City of _____, at such place and time as shall be fixed by the notice so published, and may without publication be adjourned from time to time, and to such place as the meeting shall determine, and such meeting shall be held in the manner usual with deliberative bodies, and a chairman be elected by the bondholders present or represented by proxy, and each bondholder shall have one vote for each one thousand dollars of bonds held by him. At such meetings, and in all other acts, deeds, matters or things requiring to be done in respect of the premises under any provision contained herein or in the said bonds or otherwise in relation thereto, a bondholder may act either in person or by proxy or attorney duly constituted by him. The right and status of each bondholder shall be ascertained by reference to the register in the case of registered bonds, and in the case of bonds not registered, by production thereof to the Trustee at the time of any action being taken by the holder of a bond as such bondholder or within one week prior thereto, and in the case of any meeting of bondholders such production of bonds shall take place on the day prior to the day appointed

for such meeting, and no registered bondholder who has not produced his bond as requested hereby shall be entitled to attend any such meeting or vote thereat. The Trustee shall have the right to require the bondholders at any meeting to sign a minute of the proceedings.

Article XXIV.

It is agreed that for convenience of recording, this Indenture may be executed in several counterparts, each of which shall be deemed to be the original hereof.

This Indenture shall be so construed that all mention of the party of the first part, herein generally called the Company, shall include its successor or successors and assigns, and all mention of the party of the second part, herein generally called the Trustee, shall include its successors and assigns.

IN WITNESS WHEREOF the Electric Company Limited, the party hereto of the first part, has caused its corporate seal to be affixed and these presents to be signed by its President and Secretary, and the Trustee, the party hereto of the second part, evidencing its acceptance of the said trusts, has likewise caused to be affixed its corporate seal and to be set hereto the hands of its proper officers in such behalf.

Party of the First Part:

The Electric Company, Limited.
 By
 President.
 By
 Secretary.

Party of the Second Part:

The Trust & Company, Limited.
 By
 President.
 By
 Manager.

FORM 845.

*Mortgage with the Concurrence of a Prior Mortgagee, who
Postpones His Mortgage.*

THIS INDENTURE, made the _____ day of _____,
Between E. F., of etc. (prior mortgagee), of the one part,
A. B., of, etc. (mortgagor), of the second part, and C. D.,
of, etc. (mortgagee), of the third part (*recite mortgage in
fee from A. B. to E. F. to secure \$1,000—that principal sum
still remains due*): And whereas the said A. B. hath ap-
plied to and requested the said C. D. to lend to him the
sum of \$2,000, which the said C. D. hath agreed to do, upon
having the repayment thereof with interest secured to him
in the manner hereinafter expressed: And whereas the said
E. F. hath agreed to postpone his aforesaid security to the
security intended to be hereby made in the manner herein-
after expressed: NOW THIS INDENTURE WITNESSETH, that
in consideration of the sum of \$2,000 paid to the said A. B.
by the said C. D. on or before the execution of these pres-
ents (*the receipt, etc.*), the said A. B., etc. (*covenants to
pay principal money and interest*): AND THIS INDENTURE
ALSO WITNESSETH, that for the consideration aforesaid, the
said E. F., as mortgagee, at the request of the said A. B.,
hereby conveys, and the said A. B. as beneficial owner,
hereby conveys and confirms unto the said C. D., All, etc.
(*parcels, etc.*): To hold the same unto and to the use of
the said C. D. in fee simple: Provided always, that if the
said sum of \$2,000, with interest thereon, shall be paid on
the _____ day of _____ next, according to the
foregoing covenant in that behalf, then and in such case
the said freehold hereditaments shall, at the cost of the said
A. B., his heirs or assigns, be reconveyed to the use of the
said E. F. in fee simple, subject to such right or equity of
redemption as shall be subsisting therein under or by vir-
tue of the hereinbefore recited indenture: And it is hereby
agreed and declared between and by the said A. B. and E. F.
that, subject to the security hereby made, the hereinbefore

recited indenture of mortgage, and all powers and provisions therein contained, shall remain in full force.

In witness, etc.

FORM 846.

Mortgage of Lease.

This Indenture, made (in duplicate) the
day of _____, A.D. 19____, in pursuance of the Short
Forms of Mortgages Act:

Between _____, hereinafter called the Mortgagor
of the first part: _____, hereinafter called the Mort-
gagee of the _____ part.

Whereas, by a certain lease dated the _____ day
of _____, one thousand nine hundred and _____,
made between _____, the said lessor therein named did
demise and lease unto _____ all and singular th
certain parcel or tract of land and premises situate,
lying and being _____

Now this Indenture witnesseth, that in consideration of
the sum of _____ of lawful money of Canada now
paid by the said Mortgagee to the said Mortgagor
(the receipt whereof is hereby acknowledged), the said Mort-
gagor do grant and mortgage unto the said Mortgagee, _____,
executors, administrators and assigns, all and singular, th
said above described parcel of land, and premises comprised
in, and demised by the said hereinbefore in part recited
lease together with the said _____ lease, and all bene-
fit and advantage to be derived therefrom: To have and to
hold the same, together with all houses and other buildings,
casements, privileges, and appurtenances thereunto belong-
ing, or appertaining unto the said Mortgagee, _____, executors,
administrators and assigns, from thenceforth for and dur-
ing all the residue of the said term of _____ years
granted by the said lease, and for all other the estate, term,
right of renewal (if any), and other the interest of the said

Mortgagor therein or thereto, subject to the payment of the rent and the observance and performance of the Lessee's covenants and agreements in the said Indenture of Lease reserved and contained.

Provided, this mortgage to be void on payment of the full sum of dollars of lawful money of Canada, with interest thereon at per centum per annum, on the days and times following, that is to say: and taxes and performance of statute labour:

The said Mortgagor covenant with the said Mortgagee that the Mortgagor will pay the mortgage money and interest and observe the above proviso.

And that the said in part recited lease is good, valid, and subsisting, and not surrendered, forfeited, or become void or voidable; and that the rent and covenants therein reserved and contained, have been duly paid and performed up to the day of the date hereof.

And that the said Mortgagor ha the right to convey the said lands to the said Mortgagee .

And that on default the Mortgagee shall have quiet possession of the said lands free from all incumbrances except as aforesaid.

And that the said Mortgagor will execute such further assurances of the said lands as may be requisite.

And that the said Mortgagor ha done no act to encumber the said lands.

And that the said Mortgagor will until default in payment of the said principal money or interest pay and perform the rent and covenants reserved and contained in said lease, and that the said Mortgagor will insure the buildings upon said land to the amount of not less than currency.

And the said Mortgagor do release to the said Mortgagee all claims upon the said lands subject to the said proviso.

Provided that the said Mortgagee in default of payment for months may giving notice enter on, lease, or sell the said lands.

Provided that the Mortgagee may distrain for arrears of interest: provided that in default of payment of the interest hereby secured, the principal hereby secured shall become payable: provided, that until default of payment the Mortgagor shall have quiet possession of the said lands.

In witness whereof, etc.

Signed, sealed, etc.

FORM 847.

Mortgage of a Life Policy.

This Indenture made the _____ day of _____, A.D. 19____,

Between _____ of _____, hereinafter called the Mortgagor, of the one part, and _____ of _____, hereinafter called the Mortgagee, of the other part. In consideration of _____ paid by the said Mortgagee to the said Mortgagor, Witnesseth as follows:

1. The said Mortgagor covenants, that he, his heirs, executors or administrators, will on the _____ day of _____ pay to the said Mortgagee, his executors, administrators, or assigns, the said sum of _____ with interest at the rate of _____ per cent per annum.

2. For the consideration aforesaid, the said Mortgagee assigns to the said Mortgagee, his executors and administrators a Policy granted to the said Mortgagor, on the _____ day of _____ by the _____ Company and numbered _____ with all moneys ultimately payable thereon, and with power to the said Mortgagee, his executors, administrators and assigns, and his and their substitute and substitutes, to recover and give receipts for the premises in the name or names of the said Mortgagor, his executors or administrators.

3. Provided that if the foregoing covenant shall be satisfied, the said Mortgagor, his heirs, executors, administrators

and assigns, shall be entitled, at his or their respective costs, to a re-assignment of the premises hereby assigned.

4. The said Mortgagor, for himself, his heirs, executors, and administrators, covenants with the said Mortgagee, his executors, administrators and assigns, that he the said Mortgagee is entitled to execute this assignment of the premises free from incumbrances, and that he and all necessary parties will, at the cost of his estate, do all acts required for perfecting such assignment, and effecting the recovery of the premises.

5. The holder or holders of this security may sell or surrender to the said Company the said Policy or any policies effected in lieu thereof, as hereinafter mentioned, dealing with the same, as regards the purchaser's protection as absolute owners thereof.

6. The said Mortgagor, for himself, his heirs, executors and administrators, covenants with the said Mortgagee, his executor, administrators, and assigns, that he the said Mortgagor, his heirs, executors and administrators, will pay interest after the rate aforesaid on all principal sums continuing secured hereon by two equal half-yearly payments, on the day of , and the day of and will pay the premiums on the said Policy when due, and will do or suffer nothing whereby the same may become void, voidable or lapsed; and in any such event will, at his own cost, do all acts required to ensure a policy in lieu thereof to be effected; and will repay to the said Mortgagee, his executors, administrators or assigns, on demand, with interest at the rate aforesaid, all costs, charges and expenses incurred by him or them for effecting and keeping up the said Policy or any Policy substituted for the same as aforesaid.

7. Provided, that all the covenants herein contained shall apply to any such substituted policy or policies in the same manner as to the premises hereby assigned.

In witness, etc.

Signed, sealed, etc.

FORM 848.*Mortgage of a Mortgage Debt and the Security.*

THIS INDENTURE, made the _____ day of _____, Between A. B., of, etc. (*mortgagor*), of the one part, and C. D., of, etc. (*mortgagee*), of the other part: Whereas by an indenture dated, etc., and made between X. Y., of, etc., of the one part, and the said A. B., of the other part, All, etc. (*parcels*), were conveyed by the said X. Y. unto and to the use of the said A. B. in fee simple, subject to a proviso therein contained for the redemption of the said hereditaments on payment by the said X. Y. to the said A. B. of the sum of \$1,000, with interest for the same after the rate of _____ per cent. per annum, on the _____ day of _____ then next: And whereas the said principal sum of \$1,000 still remains owing to the said A. B. upon the security of the hereinbefore recited indenture, with an arrear of interest thereon (*Recite agreement for loan*):

NOW THIS INDENTURE WITNESSETH, that in consideration, etc. (*the receipt, etc.*), the said A. B. hereby covenants, etc. (*covenants to pay principal money and interest*). AND THIS INDENTURE FURTHER WITNESSETH, that for the consideration aforesaid, the said A. B., as beneficial owner, hereby assigns unto the said C. D., the said principal sum of \$1,000 now due and owing to the said A. B. upon the security of the hereinbefore recited indenture as aforesaid, and all interest now due and henceforth to become due for the same, and the benefit of all securities for the same (*including all statutory powers therein contained*). To hold the same unto the said C. D., subject to the proviso for redemption hereinafter contained: AND THIS INDENTURE ALSO WITNESSETH, that for the consideration aforesaid, the said A. B. as beneficial owner, hereby conveys unto the said C. D., all that parcel or tract of land and premises comprised in and conveyed by the hereinbefore recited indenture: To hold the same unto and to the use of the said C. D. in fee simple, subject to such right or equity of redemption as the same are now subject to by virtue of the hereinbefore recited indenture, and

also subject to the proviso for redemption hereinafter contained: Provided always, and it is hereby agreed and declared, that if the said sum of \$, with interest thereon, shall be paid on the day of next, according to the foregoing covenant in that behalf, then and in such case the said principal sum and interest, hereditaments and premises hereinbefore assigned and conveyed respectively, shall at the request and cost of the said A. B., his executors, administrators, or assigns, be re-assigned and reconveyed to him the said A. B., his heirs, executors, administrators, or assigns subject as to the said hereditaments and premises to such right or equity of redemption (if any) as shall for the time being be subsisting therein under or by virtue of the hereinbefore recited indenture: Provided always, and it is hereby agreed and declared, that it shall not be incumbent on the said C. D., his executors, administrators, or assigns, to sue for or require payment of the said principal sum and interest hereby assigned, or any part thereof, unless he or they shall think fit so to do, nor shall he or they be responsible for any loss which may arise by reason of his or their omission or delay to enforce any of the said securities for the said principal sum and interest or any part thereof.

In witness, etc.

FORM 849.

Notice to the Insurance Company of the Mortgage.

To the Company, their directors and secretary:
Gentlemen, (Date and address).

Take notice, that by Indenture dated the day of , A.D. 19 , the policy granted by you upon the life of of and numbered , was assigned by him to me to secure the sum of and interest at the rate of per cent. per annum.

I am, Gentlemen,
Your Obedient Servant.

FORM 850.*Mortgage Bond.*

Know all Men by these Presents, that I,
 of the of in the county of
 and Province of , am held and firmly bound to
 , both of the of in
 the county of and Province aforesaid, esquires,
 in the sum of lawful money of Canada, to
 be paid to the said or to their attorney, execu-
 tors, administrators or assigns: for the payment of which
 sum, to be well and truly made, I bind myself, my heirs,
 executors, and administrators, firmly by these presents,
 sealed with my seal, dated this day of .
 A.D. 19 .

Whereas by Indenture of Mortgage, dated on or about
 the day of , A.D. 19 , and made
 between of the one part, and the said
 of the other part, the said for the consideration
 therein mentioned did covenant with the said ,
 their executors and administrators, that he the said ,
 his heirs, executors or administrators, would pay unto the
 said or the survivor of them, or the executors,
 or administrators of such survivor, their or his assigns, the
 sum of on the day of .
 A.D. 19 , with interest for the same after the
 rate of per cent. per annum. on the
 first day of and in each year.

And whereas, before the execution of the said Mortgage,
 the said did require the said and the
 said did then agree to become personally bound
 for the due payment of the said interest.

Now the condition of this obligation is such, that if the
 said , his heirs, executors, or administrators,
 should from time to time and at all times hereafter, during

the continuance of the said Mortgage, well and truly pay all interest moneys by the said Mortgage secured at the days and times and in manner by the said Mortgage appointed for payment thereof, then this obligation to be void, otherwise to remain in full force and virtue.

Signed, sealed, etc.

FORM 851.

Assent of Subsequent Mortgagee Indorsed upon Extension of First Mortgage.

Whereas I (name, etc.), am the holder of a second mortgage upon the premises herein described or referred to, in consideration of the sum of one dollar to me paid, and of the within written agreement for extension, I do hereby assent to the same, and do agree not to tender payment of the mortgage therein mentioned until after the expiration of the extended time of payment agreed upon by the within written extension.

Dated this day of 19 .

FORM 852.

Statutory Discharge of Mortgage.

Province of Ontario. }

Dominion of Canada.

To Wit:

To the Registrar of the do certify that
 ha satisfied all money due on or to grow due on
 a certain mortgage made by , which mortgage
 bears date the day of A.D. 19 ,
 and was registered in the registry office for the
 on the day of , A.D. 19 , at

minutes past o'clock noon, in Liber
for as No. (Here mention the day and
date of registration of each assignment thereof, and the
names of the parties—or mention that such mortgage has
not been assigned, as the case may be). And that I am the
person entitled by law to receive the money; and that such
mortgage is therefore discharged.

Witness my hand this day of ,
A.D. 19 .

Witness:

10 Edward VII. c. 60 (Ontario) Form 10 Schedule.]

FORM 853.

Ontario.) I, of the
County of) of in the
To Wit:) county of .

1. That I was personally present and did see the within
certificate of discharge of mortgage duly signed and exe-
cuted by the part thereto.

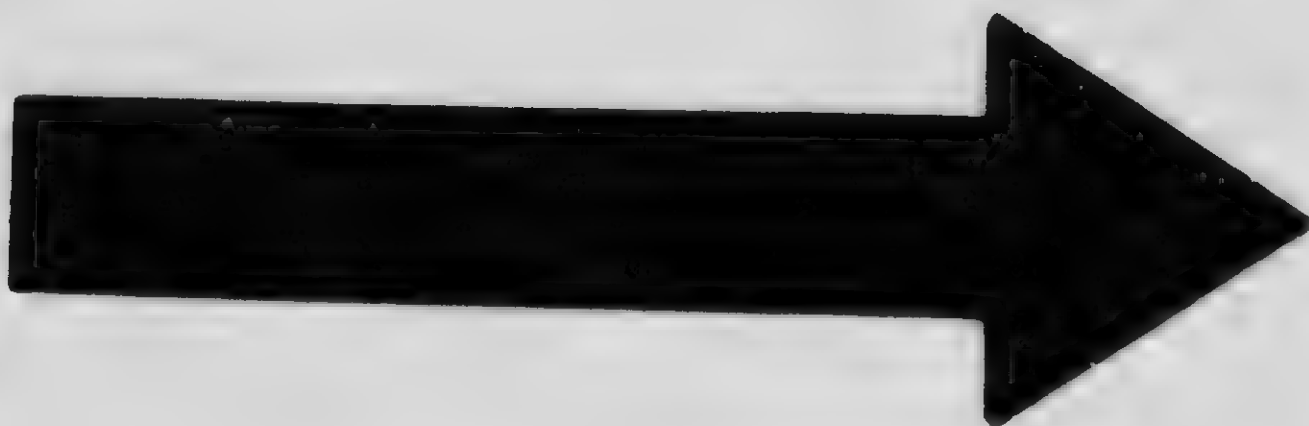
2. That the said certificate of discharge of mortgage
was executed at

3. That I know the said

1. That I am a subscribing witness to the said
certificate of discharge of mortgage.

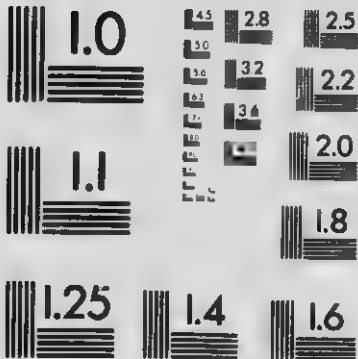
Sworn before me at ,)
in the county of ,)
this day of ,)
A.D. 19 .)

A. Commissioner, etc.



MICROCOPY RESOLUTION TEST CHART

(ANSI and ISO TEST CHART No. 2)



APPLIED IMAGE Inc

1653 East Main Street
Rochester New York 14609 USA
(716) 482 0300 - Phone
(716) 288 5989 - Fax

FORM 854.*Discharge of Part of Mortgaged Premises.*
(Statutory).

Province of Ontario,) Dominion of Canada.
 To Wit:)
 To the Registrar of the) I,) do
 certify that ha satisfied the sum of
 dollars, part of the moneys mentioned in a certain mortgage
 made by which mortgage bears date the
 day of , A.D. 19 , and was registered in the
 registry office for the on the day
 of , A.D. 19 , at minutes past
 o'clock in the noon, in Liber for as
 No. , and that such mortgage
 that the person entitled by law to receive the
 money, and that such part of the lands as is herein more
 particularly described, that is to say: is therefore
 discharged.

Witness hand this day of ,
 A.D. 19 .

Witness:

10 Edward VII. c. 60. Form 11 Schedule.]

FORM 855.*Release of Part of Mortgaged Premises.*
(By Deed).

This Indenture, made (in duplicate) the
 day of , A.D. 19 .

Between

Whereas by a certain mortgage, dated on the
 day of , one thousand nine hundred and
 and made between , for the consideration
 therein mentioned, the lands and premises, conveyed unto
 for securing the sum of and interest
 as therein mentioned.

And whereas the said part hereto of the first part ha agreed to release such part of the premises hereinafter described from the said mortgage security:

Now this Indenture Witnesseth, that in consideration of the sum of of lawful money of Canada, now paid by the said part hereto of the part, to the said part hereto of the first part (the receipt whereof do hereby acknowledge), the said part hereto of the first part do by these presents grant, reconvey and release, unto the said part hereto of the part, heirs, executors, administrators and assigns, all and singular th certain parcel or tract of land and premises situate, lying and being

To have and to hold the same, with the appurtenances, unto the said part hereto of the part, heirs and assigns, to and for their sole and only use for ever: Freed and absolutely acquitted, exonerated and discharged of and from the said Indenture of Mortgage, and the principal money and interest thereby secured, and every proviso, covenant, matter and thing therein contained.

And the said part hereto of the first part, do hereby, for heirs, executors, administrators and assigns, covenant, promise and agree, to and with the said part hereto of the part heirs and assigns, that the said part hereto of the first part, heirs, executors and assigns shall not nor will at any time hereafter proceed against the portions of the said lands hereby released by legal or equitable process, or otherwise, nor look on the same, or any part thereof, for payment of the said principal moneys or interest or any part thereof, nor disturb, molest or put to charge or damage the part hereto of the part, heirs or assigns, or the present or future owners or occupiers of such hereby released portions of the said premises, for, or by reason or on account of the said Indenture of Mortgage, or anything therein contained.

And that _____ ha _____ not done, permitted or executed any act, deed, matter or thing whereby the said hereditaments hereinbefore released have been or may be in any manner charged, affected or incumbered in title, estate or otherwise howsoever.

Provided always that nothing herein contained shall affect the said before in part recited mortgage, or its legal validity, so far as regards the unreleased portion of the said lands and premises, or any part thereof.

In witness, etc.

Signed, sealed, etc.

FORM 858.

Discharge of Mortgage by Sheriff.

To the Registrar of the County (*Division or City, as the case may be*), of _____

I, A. B., of _____, Sheriff of the County of _____, or Bailiff of the (number) *Division Court of the County (or City, as the case may be)*, of _____, do certify that by virtue of a writ of execution wherein C. D. is Plaintiff and E. F. Defendant, issued out of Her Majesty's High Court of Justice (*or as the case may be*), and to me directed, I seized a certain mortgage, made by one J. H., of (*as described in said mortgage*), bearing date the _____ day of _____, A.D. 19____, and registered at _____ of the clock in the forenoon, liber _____ for _____ No. (*as the case may be*), of the _____ day of _____, in the same year (*as the case may be*), to E. F., of (*as described in the mortgage*), the Defendant in the said Writ of Execution named, and such mortgage has not been assigned (*or has been assigned to the defendant, and such assignment has been registered as follows: (Here set out date and registration of Assignment)*). And I further certify that I have

levied from the said Mortgagor, his executors, administrators or assigns (*as the case may be*), the full amount of said mortgage (or \$ *parcel of said mortgage*), and that such mortgage is therefore discharged (or *that such mortgage is as to \$ parcel of the moneys thereby payable, discharged*).

As witness my hand and seal of office (*or seal of the said Court*) this day of , A. D. 19 .

FORM 857.

Mortgage Sale.

Notice of Sale.

To (*names of parties entitled*): I (*or we*) (*name of mortgagee or person exercising*), of the of the county of , hereby give you notice that demand payment of the sum of (*state amount*) and interest thereon at the rate of per centum per annum from the day of , one thousand nine hundred and , due to the said (*name of mortgagee*) upon a certain Indenture of Mortgage executed by (*name of mortgagor*) and wife, to (*name of mortgagee*) dated the day of one thousand nine hundred and , and which mortgage was registered in the registry office for the county of the day of 19 , for securing payment of (*state amount*) and interest thereon, as therein mentioned, on the following property, namely, all that (*insert description as in mortgage*). And take notice, that unless payment of the said mortgage money and interest, costs, expenses, be made within (*one calendar month*) from the time of your being served herewith, the said (*name of mortgagee*) will proceed, with or without

any consent or concurrence on your part, and without any further notice to you to enter into possession of the said premises, and to receive and take the rents and profits thereof; and whether in or out of possession of the same, to make any lease or leases of the same, as the said (*name of Mortgagee*) shall see fit; And to sell and absolutely dispose of the said lands and premises, either by auction or private sale, or partly by auction and partly by private sale, as the said (*name of Mortgagee*) may deem proper either for cash or upon such terms of credit as (*name of Mortgagee*) may think proper, and to convey and assure the same when so sold, unto the purchasers thereof, as shall direct or appoint.

Dated at this day of ,
A.D. 19 .

(*Name of Mortgagee*).

Per (name and address of Solicitor).

Solicitor for Mortgagee.

FORM 858.

Indorsement of Service of Notice.

Served a true copy of this notice of per
sonally, at on the day of
19 .

Or, served a true copy of this notice on , by
delivering to, and leaving the same with , at his
residence within this Province, being :
or by posting the same upon the door of his last residence
within this Province, being , on
day the day of 19 .

(*Signed*).

(*Address, etc.*).

FORM 859.*Acknowledgment of Notice.*

Received this day of 19 , a
duplicate of the within notice, Or

I acknowledge to have received notice of sale by (*name
of Mortgagee*), of the premises therein described, and hereby
admit service thereof, this day of 19 .

FORM 860.*Notice by Publication in a Newspaper.**Mortgage Sale.*

To (*name of parties entitled*), I (*or we*) (*name of mort-
gagee or person exercising*), hereby give you notice that
demand the payment of the sum of (*state
amount*), and interest thereon at the rate of
per centum per annum from the day of
19 , due to (*name of mortgagee*), upon a certain mort-
gage by (*name of mortgagor*) and his wife to (*name of
mortgagee*), dated (*day of month*), 19 , and registered
in the registry office for the county of , (*day
of month*), 19 , in book , for , as No. .

The lands included in the above mortgage are (*insert
short description*).

And take notice that unless payment of the said mort-
gage money and interest and costs be made within (*one
month*) from the first publication hereof (*name of mort-
gagee*) will proceed, with or without any consent or con-
currence on your part, and without any further notice to
you, to enter into possession of the said premises (*and so
forth, as in form 857*).

FORM 861.

Order Allowing "Further Proceedings," under 10 Edward VII. (Ont.), ch. 51, sec. 28, sub-sec. 1.

In the Matter of a Mortgage purporting to be made between (describing the parties thereto as in the mortgage), and bearing date the _____ day of _____ 19____.

(Name of Judge), in Chambers.

Upon application of the solicitor for (name of mortgagee), and, upon hearing read the affidavit of _____, it is ordered that the said (name of mortgagee) be at liberty to advertise for sale the lands and premises included in the said mortgage (concurrently with the period of notice of sale as provided in the said mortgage) or (at the time of serving, by advertising, notice of sale as provided in the said mortgage).

And it is further ordered that the mortgagee be allowed the costs of this application.

Dated at _____, this _____ day of _____, 19____.

(Signature of Judge).

FORM 862.

Form of Advertisement

Mortgage Sale

Under and by virtue of the powers contained in a certain mortgage which will be produced at the time of the sale, there will be offered for sale by public auction, by (name of auctioneer), at _____ day of _____, 19____, at the hour of _____ o'clock in the _____ noon, the following property: (short description by lots and streets). On the property are (enumerate improvements).

For terms and conditions of sale, apply to (Name and address of Solicitor).

Dated _____

19____

FORM 863.*Declaration as to Default.*

1. I am (*set out capacity*), and have a personal knowledge of the matters in connection with this mortgage.

2. That the instalment of (*interest, or principal, or whatever it is*), due on the day of

19 , under a certain mortgage, made by to
bearing date the day of .

19 , (*and now held by so and so*), has not been paid to
(*this date*).

FORM 864.*Declaration of Service of Notice.*

In the matter of a certain mortgage made by (*name of mortgagor*) to (*name of mortgagee*) bearing date the day of , 19 , and of sale proceedings thereunder.

I, , of the of , in the county of .

Do Solemnly Declare that:

1. I did on the day of , one thousand nine hundred and (*personally*) serve with a true copy of the notice of exercising power of sale hereunto annexed, by delivering such copy to, and leaving the same with him (*or as the case may be, with a grown up person residing on the premises mentioned in same*).

And I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

Declared before me, at the of in the
county of , this
day of 19 .

A Commissioner, etc.

FORM 865.*Declaration of Posting up Notice.*

1. I did on the _____ day of _____, 19____, take a true copy of the annexed Notice of Exercising Power of Sale to the premises mentioned in the same, being on _____ street (or as the case may be) in the _____ of _____, and did post the said true copy in a conspicuous position on the door of the building on the said premises.

FORM 866.*Declaration of Insertion of Advertisement.*

1. I have searched the files of the (name of paper), a paper published in the county of _____ and find that the (Notice of Exercising Power of Sale), a copy of which is hereto annexed, marked "A," was duly inserted in the issues of the (name the paper), of the dates following, that is to say (give dates).

FORM 867.*Declaration of Notifying Interested Persons.*

1. I did on the _____ day of _____, 19____, mail (by registered letter), at the _____ post office a true copy of the annexed notice of auction, or, the annexed newspaper advertisements, or, the annexed poster, to each of the following persons, at the addresses following their respective names (set out names and addresses).

FORM 868.*Declaration of Bill Poster.*

1. I did on the _____ day of _____, 19____, post (or cause to be posted), in various parts of the _____ of _____, one hundred (or whatever number) large advertising posters, advertising the property comprised in the above mortgage, for sale by public auction under the powers contained in the said mortgage.

2. That such posters were placed by me (or caused to be placed) in conspicuous places where they could be displayed to the best advantage.

FORM 869.*Declaration of Auctioneer.*

1. I did, at the time and places set out in the advertisement hereto annexed, marked "A," and subject to conditions of sale hereunto annexed, marked "B" offer for sale by public auction the lands and premises described in the said advertisement and the above mortgage.

2. The result of such sale is as follows:

(a). That there were no bids for the said property, and accordingly, I was unable to sell the same; or,

(b). That the highest sum bid for the said property was \$_____, which was less than the reserved bid fixed by the vendors, in accordance with the said conditions of sale, and accordingly I was unable to sell the said property; or,

(c). Is as appears from the signed contract hereunto annexed, marked "C."

3. That the sum set forth in the said contract was the highest sum bid for the said land, and that (name of purchaser), whose name is subscribed to the said contract, was declared by me to be the highest bidder for, and became the purchaser of the said land, at the price of \$_____, being the price in the said contract mentioned.

4. That the said sale was conducted by me in a fair, open and proper manner, and according to the best of my skill and judgment.

MORTGAGES OF SHIPS.

FORM 870.

*Mortgage of Ship under Merchant Shipping Act, 1894
(Imp.).*

(Insert description of ship and particulars as in Bill of Sale).

I (or we), the undersigned in consideration
of this day lent to me (or us) by
do hereby bind myself (or ourselves), and my (or our)
heirs, covenant with the said firstly, that I
(or we) or my (or our) heirs, executors, or administrators,
will pay to the said the said sum of
together with interest thereon at the rate of per
cent. per annum, on the day of next; and sec-
ondly, that if the said principal sum is not paid on the said
day, I (or we) or my (or our) heirs, executors, or adminis-
trators, will, during such time as the same, or any part
thereof, remains unpaid, pay to the said interest
on the whole or such part thereof as may for the time being
remain unpaid, at the rate of per cent. per
annum, by equal half-yearly payments, on the
day of and day of in
every year: and for better securing to the said
the repayment in manner aforesaid of the said principal
sum and interest, I (or we) hereby mortgage to the said
shares, or which I am (or we are) the owner in
the ship above particularly described, and in her boats, guns,
ammunition, small arms and appurtenances. Lastly I (or
we) for myself (or ourselves) and my (or our) heirs, cov-
enant with the said and to assigns,
that I (or we) have power to mortgage in manner aforesaid
the above mentioned shares, and that the same are free

from encumbrance (or save as appears by the registry of the said ship).

Executed by the above named
in the presence of

57 & 58 Viet. (Imp.) c. 60.]

FORM 871.

Mortgage of Ship to Secure Account Current — Merchant Shipping Act, 1894 (Imp.).

(Insert description of ship as in Bill of Sale).

Whereas (here state by way of recital that there is an account current between the mortgagor (describing him) and the mortgagee (describing him; and describe the nature of the transaction so as to show how the amount of principal and interest due at any given time is to be ascertained, and the manner and time of payment). Now I, the undersigned in consideration of the premises, for myself and my heirs, covenant with the said and his assigns, to pay to him or them the sums for the time being due on this security, whether by way of principal or interest, at the times and manner aforesaid. And for the purpose of better securing to the said the payment of such sums as last aforesaid, I do hereby mortgage to the said shares of which I am the owner in the ship above particularly described, and in her boats, guns, ammunition, small arms and appurtenances. Lastly I, for myself and my heirs, covenant with the said and his assigns, that I have power to mortgage in manner aforesaid the above mentioned shares, and that the same are free from encumbrances (save as appears by the registry of the said ship).

In witness whereof I have hereunto subscribed my name and affixed my seal this day of , 19 .

Executed by the above named)
in the presence of)

MUNICIPAL DRAINAGE.

FORM 873.

*Forms in Ontario Act Respecting Municipal Drainage, 10
Edw. VII. c. 90.*

Form of Petition for Drainage Work.

The petition of the majority in number of the resident and non-resident persons (exclusive of farmers' sons not actual owners), as shown by the last revised assessment roll of the township of _____ in the county of _____ to be the owners of the lands to be benefited within said township, and hereinafter described, sheweth as follows:

Your petitioners request that the area of land within the said township and being described as follows: that is to say, lots number 1 to 10 inclusive in the first concession; lots lettered A to H inclusive in the second concession; north-west halves of lots numbered 4 to 12 inclusive in the third concession: the side-road between lots numbered 7 and 8 in the first concession, and the road allowance between concessions 1 and 2 and between 2 and 3 (as the case may be or describing the area by metes and bounds), may be drained by means of:—

1. A drain or drains.
2. Deepening, straightening, widening, clearing of obstructions or otherwise improving the stream, creek or water-course, known as *(name or other general designation)*.
3. Lowering the water of lake _____ or the pond known as *(name or other general designation)*. (or by any or all of said means).

And your petitioners will ever pray:—

10 Edward VII. c. 90, (Ont.) Form A. Schedule & Sec. 4.]

FORM 874.*Form of By-Law.*

A By-law to provide for drainage work in the
of in the county of and for borrowing
on the credit of the municipality, the sum of for
completing the same (or the sum of the proportion to
be contributed by said municipality for completing the same)

Provisionally adopted the day of A.D. 19 .

Whereas the majority in number of the resident and
non-resident owners (exclusive of farmers' sons not actual
owners), as shown by the last revised assessment roll, of
the property hereinafter set forth to be benefited by drain-
age work (as the case may be) have petitioned the Council
of the said of praying that (here set
out the purport of the petition, describing generally the
lands and roads to be benefited).

And, whereas, thereupon the said Council has procured
an examination, to be made by being a person
competent for such purpose, of the said area proposed to
be drained and the means suggested for the drainage thereof,
and of other lands and roads liable to assessment under the
Municipal Drainage Act, and has also procured plans, speci-
fications and estimates of the drainage work to be made by
the said and an assessment to be made by him
of the lands and roads to be benefited by such drainage
work, and of other lands and roads liable for contribution
thereto, stating as nearly as he can the proportion of benefit,
outlet liability, and injuring liability, which in his opinion
will be derived or incurred in consequence of such drainage
work by every road or lot, or portion of lot, the said assess-
ment so made being the assessment hereinafter by this by-
law enacted to be assessed and levied upon the roads and
lots, or parts of lots hereinafter in that behalf specially set
forth and described: and the report of the said in
respect thereof, and of the said drainage work being as

follows: (*here set out the report of the engineer or surveyor employed*).

And whereas the said Council are of opinion that the drainage of the areas described is desirable:—

Therefore the said municipal Council of the said of , pursuant to the provisions of The Municipal Drainage Act, enacts as follows:—

1st. The said report, plans, specifications, assessments and estimates are hereby adopted, and the drainage work as therein indicated and set forth shall be made and constructed in accordance therewith.

2nd. The reeve (*or Mayor*) of the said may borrow on the credit of the corporation of the said of the sum of dollars, being the funds necessary for the work not otherwise provided for (*or being said municipality's proportion of the funds necessary for the work*) and may issue debentures of the corporation to that amount in sums of not less than \$50 each, and payable within years from the date of the said debentures with interest at the rate of per centum per annum. that is to say: (*insert the manner of payment annually and whether with or without coupons and if the latter, omit the last clause of this paragraph*) such debentures to be payable at , and to have attached to them coupons for the payment of interest.

3rd. For paying the sum of (\$110), the amount charged against the said lands and roads for benefit, and the sum of (\$108), the amount charged against said lands and roads for outlet liability, and the sum of (\$135), the amount charged against said lands and roads for injuring liability, apart from lands and roads belonging to or controlled by the municipality, and for covering interest thereon for years, at the rate of per centum per annum, the following total and special rates over and above all other rates shall be assessed, levied and collected (in the same manner and at the same time as other taxes are levied

and collected) upon and from the undermentioned lots and parts of lots and roads, and the amount of the said total special rates and interest against each lot or part of lot respectively shall be divided into equal parts, and one such part shall be assessed, levied and collected as aforesaid, in each year for years, after the final passing of this by-law, during which the said debentures have to run.

Concession.	Lot or part of lot.	Acres.	Value of benefit.	Value of outlet liability.	Value of injuring liability.	To cover interest for years at per cent.	Total special rate.	Annual assessment during each year for years.
			\$ c.	\$ c.	\$ c.	\$ c.	\$ c.	\$ c.
10	S. 5	200	100 00	23 00				
10	N. 6	100	50 00	10 00				
10	W. 6	50	30 00	5 00				
10	S. W. 6	100	80 00	13 00				
10	S. W. 6 & N. 4	150	150 00	20 00				
10	N. 4	200		24 00				
10	3	100		13 00				
9	5	100			40 00			
9	5	50			25 00			
9	6	150			70 00			
	& N. 7							
Total for benefit		\$ c.	410 00			135 00		
" " outlet			108 00					
" " injuring			135 00					
Roads (and lands) of municipality			100 00					
Total		\$753 00						

1th. For paying the sum of (\$100) the amount assessed against the said roads and lands of the municipality, and for covering interest thereon from years at the rate of per centum per annum, a special rate on the dollar, sufficient to produce the required yearly amount therefor, shall, over and above all other rates, be levied and collected (in the same manner and at the same time as other taxes are levied and collected) upon and from the whole rateable property in the said of in each

year for years, after the final passing of this by-law during which the said debentures have to run.

5th. This by-law shall be published once every week for four consecutive weeks in the newspaper, published in the town of (*or printed and served or mailed as described*), and shall come into force upon and after the final passing thereof, and may be cited as the "By-law."

10 Edward VII. c. 90 (Ont.) Form B. Schedule & Sec. 23.]

NOTARIAL FORMS.

FORM 875.

Notarial Certificate of True Copy.

Province of Ontario. } To all to whom these presents may
 To Wit. } come, be seen or known: I
 a Notary Public by royal authority
 duly appointed, residing at , do certify and attest
 that the paper writing hereto annexed is a true copy of a
 document produced to me by , and purporting to
 be made by , dated the , the said
 copy having been compared by me with the said original.
 An act whereof being requested I have granted the same
 under my Notarial form and seal of office to serve and avail
 as occasion shall or may require.

FORM 876.

Deposition before Mayor of City.

To all to whom these Presents shall come:
 I, Mayor of the City of , in the
 of , do hereby certify, that on the
 day of the da hereof personally came and appeared before
 me , the deponent named in the affidavit here-
 unto annexed, being a person well-known and worthy of
 credit, and by solemn oath, which he then took before me,
 in due form of law, did solemnly and sincerely depose to
 be true the several matters and things mentioned and con-
 tained in the said affidavit.

In faith and testimony whereof, I, the said mayor, have hereunto signed my name, and caused the corporate seal of the said city of _____ to be put and affixed.

Dated at _____ aforesaid, the _____ day of _____, A.D. 19 _____.

Mayor of the said City of _____.

FORM 877.

Affidavit of Execution before Mayor of a City.

To Wit:

On this _____ day of _____ A.D. 19 _____, came and appeared before me, _____, of _____,

within named, who being duly sworn, maketh oath and saith as follows:—

1. I was personally present and saw _____, of _____, within mentioned, duly execute, sign, seal and deliver the paper writing or _____ as his act and deed,

2. I am a subscribing witness to _____ the due execution of the said paper writing, or _____ by the said _____.

3. The name "_____" set and subscribed thereto as a witness attesting such execution is of the proper handwriting of me, this deponent.

Sworn before me at _____, in the city of _____, this _____ day of _____, A.D. 19 _____.

Mayor of the said City of _____.

FORM 878.

Notarial Certificate of Execution of a Deed.

To all to whom these Presents shall come:

I, _____, of the _____ of _____, in the county of _____, and Province of Ontario, Notary

Public, by royal authority duly appointed, do hereby certify that I was personally present on the _____ day of _____, A.D. 19____, at the _____ of _____ the person named in the paper writing, or _____ hereunto annexed, duly execute, sign, seal and deliver the same as his act and deed for the purposes therein mentioned. And that the name _____, thereto set and subscribed as the party executing the same is of the proper handwriting of the said _____ the grantor therein named. And that the names _____ and _____ thereto subscribed as the witnesses thereto, are of the respective proper handwriting of _____ of _____, and of me, this deponent. And that the said _____ is personally known to me.

In testimony whereof I have hereunto subscribed my name and affixed my seal of office at _____, aforesaid, this _____ day of _____ 19____.

Notary Public.

FORM 879.

Protest (Marine).

Province of Ontario, }
County of _____

To Wit:

By public instrument of protest, be it known and made manifest to all to whom it doth or shall or may concern, that on the _____ day of _____, in the year _____ of our Lord one thousand nine hundred and _____ before me, _____, a Notary Public, by Royal authority, duly appointed, in and for the Province of Ontario, residing at _____ in the said County.

Personally appeared _____ master, _____ of the said _____ of _____ burthen, of the port of _____, and brought with him _____ mate on board of the said _____, each of whom, by me

being duly sworn according to law, on their solemn oaths,
did depose, declare, and say, as follows:

That

And further these deponents say not.

Subscribed and sworn before me, at _____, in the
county of _____, severally by the said _____ and
this _____ day of _____, A.D. 19 ____
Notary Public.

Wherefore I, the said Notary, at the request of the said
master, _____ of the said _____,
as well on his own behalf, as on behalf of his
owners, freighters, officers and crew, have protested, and by
these presents do most solemnly protest, against all and sin-
gular the cause and causes operating as aforesaid, to the
serious detriment of the said _____, her cargo, sails,
rigging, and other gearing or any part or portion thereof,
and more especially against the storm and heavy winds and
gales, high and dangerous seas, experienced on her late
voyage, bound as aforesaid; and for all losses, costs, charges,
damages, interest, and expenses whatsoever, suffered or sus-
tained, for or by reason or means of the facts and circum-
stances set forth in the foregoing affidavit, to be claimed
and recovered in time and place convenient. And these
presents do serve and avail for that purpose.

In witness whereof, I have hereunto set my hand and
official seal, the _____ day of _____, A.D. 19 ____
Notary Public.

I, _____, of the _____ of _____, in the
county of _____, a Notary Public by Royal authority
duly appointed, in and for the Province of Ontario, for-
merly constituting Upper Canada, do hereby certify that the
within is a true copy of the deposition of _____, and
of the vessel _____, taken before me, this
day of _____ A.D. 19 _____, and now filed
in my office.

Notary Public.

BILLS AND NOTES, NOTARIAL FORMS.

FORM 880.*Noting for Non-Acceptance.**(Copy of Bill and Endorsements).*

On the 19 , the above bill was, by me,
 at the request of , presented for acceptance to
 E. F., the drawee, personally (or, at his residence, office or
 usual place of business), in the city (town or village) of
 and I received for answer "
 the said bill is therefore noted for non-acceptances.

A. B.,

Notary Public.

(Date and place).

19 .

Due notice of the above was by me served upon (A. B.)
 the (drawer) personally, on the day of (C. D.)
 (or at his residence, office, or usual place of business) in
 , on the day of , (or by
 depositing such notice, directed to him, at , in
 His Majesty's Post Office in the city (town or village), on
 the day of and prepaying the post-
 age thereon).

(Date and place).

A. B.,

Notary Public.

R. S. C. 1906, c. 119, Form A. Schedule.]

FORM 881.

*Protest for Non-performance or for Non-payment of a Bill
 Payable Generally.*

(Copy of Bill and Endorsement).

On the day of , in the year 19 , I
 A. B., Notary Public for the Province of , dwelling
 at , in the Province of , at the

request of _____, did exhibit the original Bill of Exchange, whereof a true copy as above written, unto E. F. the ^{drawee} ~~acceptor~~ thereof personally (or at his residence, office or usual place of business), in _____, and speaking to himself (or his wife, his clerk, or his servant, etc.), did demand ^{acceptance} ~~payment~~ thereof; unto which demand ^{he} ~~she~~ answered "_____."

Wherefore I, the said Notary, at the request aforesaid, have protested, and by these presents, do protest against the acceptor, drawer, and indorsers (or drawer and indorsers) of the said bill, and other parties thereto, or therein concerned, for all exchange, re-exchange, and all costs, damages and interest, present and to come, for want of ^{acceptance} ~~payment~~ of the said bill.

All of which I attest by my signature.

(*Protested in duplicate*).

A. B.,

Notary Public.

R. S. C. 1900, c. 119, Form B. Schedule.]

FORM 882.

Protest for Non-Acceptance or for Non-Payment of a Bill Payable at a Stated Place.

(*Copy of Bill and Endorsements*).

On this _____ day of _____, in the year 19____, I, A. B., Notary Public for the Province of _____, dwelling at _____, in the Province of _____, at the request of _____, did exhibit the original bill of exchange, whereof a true copy of above written, unto E. _____ (drawee)

E. _____ (acceptor) thereof, at _____, being the stated place where the said bill is payable, and there, speaking to _____, did demand ^{acceptance} ~~payment~~ of the said bill; unto which demand he answered "_____."

Wherefore I, the said Notary, at the request aforesaid, have protested, and by these presents, do protest against the acceptor, drawer and indorser (or drawers and indorsers) of the said bill, and all other parties thereto, or therein concerned, for all exchange, re-exchange, costs, damages, and interest present and to come, for want of ^{acceptance} _{payment} of the said bill.

All of which I attest by my signature.

(*Protested in duplicate*).

A. B.,
Notary Public.

R. S. C. 1896, c. 119, Form C. Schedule.]

FOI 183.

Protest for Non-Payment of Bill Noted, but not Protested, for Non-acceptance.

If the protest is made by the same notary who noted the bill, it should immediately follow the act of noting and memorandum of service thereof, and begin with the words "and afterwards on, etc.," continuing as in the last preceding form, but introducing between the words "did" and "exhibit," the word "again" and, in a parenthesis, between the words "written," and "unto," the words: "and which bill was by me duly noted for non-acceptance on the day of ."

But if the protest is not made by the same notary, then it should follow a copy of the original bill and endorsements, and noting marked on the bill,—and then in the protest introduce, in a parenthesis, between the words, "written" and "unto," the words, "and which bill was on the day of , by , notary public for the Province of , noted for non-acceptance, as appears by his note thereof marked on the said bill."

R. S. C. 1900 c. 17 Form D. Schedule.]

FORM 884.*Protest for Non-Payment of a Note Payable Generally**(Copy of Note and Endorsement).*

On this day of , in the year 19 , I
 A. B., a Notary Public for the Province of , dwelling
 at , in the Province of , at the request of
 , did exhibit the original promissory note, whereof
 a true copy is above written, unto , the promisor,
 personally (or, at his residence, office, or usual place of busi-
 ness) in , and, speaking to himself (or his wife,
 his clerk, or his servant, etc.), did demand payment thereof:
 unto which demand ^{he}_{she} answered " ."

Wherefore, I, the said Notary, at the request aforesaid,
 have protested, and by these presents do protest, against
 the promisor, and indorsers of the said note, and all other
 parties thereto, or therein concerned, for all costs, damages,
 and interest present and to come, for want of payment of
 the said note.

All of which I attest by my signature.

(Protested in duplicate).

A. B.,

Notary Public.

R. S. C. 1900, c. 119, Form E. Schedule.]

FORM 885.*Protest for Non-Payment of a Note Payable at a Stated Place.**(Copy of Note and Indorsements).*

On this day of , in the year 19 , I,
 A. B., notary public for the Province of , dwelling
 at , in the Province of , at the request

of _____, did exhibit the original promissory note, whereof a true copy is above written, unto _____, the promissor, at _____, being the stated place where the said note is payable, and there, speaking to _____, did demand payment of the said note, unto which demand he answered
 " " "

Wherefore, I, the said Notary, at the request aforesaid, have protested, and by these presents do protest, against the promissor and indorsers of the said note, and all parties thereto or therein concerned, for all costs, damages and interest, present and to come, for want of payment of the said note.

All of which I attest by my signature.
 (Protested in duplicate).

A. B.,
 Notary Public.

FORM 886.

Notarial Notice of a Noting, or of a Protest for Non-Acceptance; or of a Protest for Non-Payment of a Bill.

(Place and date of noting or of protest).

1st.

To P. Q. (the drawer), at

Sir,—Your bill of exchange for \$ _____, dated at _____, the _____, upon E. F., in favour of C. D., payable _____ days after _____ date was this day, at the request of _____, duly noted by me for non-acceptance. :
 protested non-payment. :

A. B.,

Notary Public.

(Place and date of noting or of protest).

2nd.

To C. D. (indorser), (or F. G.) :

Sir,—Mr. P. Q.'s bill of exchange for \$ _____, dated _____, the _____, upon E. F., in your favour,

(or in favour of U. D.), payable _____ days after ^{sight} date
and by you indorsed, was this day, at the request of
duly ^{noted} ^{protested} by me for ^{non-acceptance.} ^{non-payment.}

A. B.,

Notary Public.

R. S. C. 1906, c. 119, Form G. Schedule.]

FORM 887.

Notarial Notice of Protest for Non-payment of Note.

(Place and date of protest).

To _____, at _____ :
Sir,—Mr. P. Q.'s promissory note for \$ _____, dated
at _____, the _____ payable _____ days
(on _____) after date to you or order, and indorsed months
by you, was this day, at the request of E.F. _____, duly
protested by me for non-payment.

A. B.,

Notary Public.

R. S. C. 1906, c. 119, Form H. Schedule.]

FORM 888.

*Notarial Service of Notice of a Protest for Non-Acceptance
or Non-Payment of a Bill, or of Non-Payment of
a Note (to be subjoined to the Protest).*

And afterwards, I, the aforesaid protesting notary public,
did serve due notice, in the form prescribed by law, of the
foregoing protest for ^{non-acceptance} ^{non-payment} of the _____, thereby
protested upon P.Q. the drawer personally, on the
day of C.D. the indorser (or at his residence, office, or

usual place of business) in _____, on the _____ day of _____, or by depositing such notice, directed to the said P. Q. at _____, in His Majesty's Post Office in C.D. at _____, on the _____ day of _____, and prepaying the postage thereof.

In testimony whereof, I have, on the last-mentioned day and year, at _____ aforesaid, signed these presents.

... A. B.,

Notary Public.

R. S. C. 1906, c. 119, Form I. Schedule.]

FORM 889.

*Protest by a Justice of the Peace (where there is no Notary)
for Non-acceptance of a Bill, or Non-payment
of a Bill or Note.*

(Copy of Bill or Note and Indorsements).

On this _____ day of _____, in the year 19____, I N. O., one of His Majesty's Justices of the Peace for the district (or county, etc.), of _____, in the Province of _____, dwelling at (or near) the village of _____, in the said district, there being no practising notary public at or near the said village (or any other legal cause), did at the request of _____, and in the presence of _____, well known unto me, exhibit the original ^{bill} ^{note} whereof a true copy is above written unto P. Q., the ^{drawer} ^{acceptor} ^{promisor} thereof, personally (or at his residence, office or usual place of business) in _____, and, speaking to himself (his wife, his clerk or his servant, etc.) did demand ^{acceptance} ^{payment} thereof, unto which demand ^{he} ^{she} answered: “

Wherefore I, the said Justice of the Peace, at the request aforesaid, have protested, and by these presents do protest,

against the ^{drawer and indorsers}
^{promissor and indorsers} of the said ^{bill}
^{acceptor, drawer and indorsers} note
 and all other parties thereto and therein concerned, for all
 exchange, re-exchange, and all costs, damages and interest,
 present and to come, for want of ^{acceptance} of the said
^{note} ^{payment}
 bill

All which is, by these presents, attested by the signa-
 ture of the said (*the witness*) and by my hand and seal
 (protested in duplicate).

(*Signature of the witness*).

and seal

(*Signature of the J. P.*)

R. S. C. 1906, c. 119, Form J. Schedule.]

NOTICES.

FORM 890.*Notice from Assignee to Debtor.*

To A. B.,

Take Notice that C. D. has transferred to me all his right, title and interest in and to a certain claim or demand which he has against you for _____, and that all sums of money due or accruing due thereunder, are to be paid to me, and you are to deal with me in reference to the said claim or demand.

Dated, etc.

FORM 891.*Notice from Assignee of Mortgage to Mortgagor.*

To A. B.

Take Notice that C. D., of, etc., has assigned to me that certain mortgage made by you to him, securing the sum of _____ with interest at _____ per cent. per annum, payable at the times and in the manner therein mentioned, which said mortgage was registered (or filed, as in the case of a chattel mortgage, stating when and where registered or filed). And all sums of money now due or to accrue due on said mortgage are hereafter to be paid to me, and you are to deal with me in reference to the said mortgage.

Dated, etc.

FORM 892.*Notice of Assignment of Judgment.*

To A. B.

Take notice that C. D., of, etc., has assigned to me a certain judgment recovered by him against you in the Court of King's Bench on of A.D. 19 , for the sum of \$ debt and \$ costs, and all sums of money due under and by virtue of the said judgment are to be paid to me, and you are to deal with me in reference to the same.

Dated, etc.

FORM 893.*Notice to Sheriff by Assignee of Judgment.*

To the Sheriff of the County of .

Take Notice that A. B. has transferred to me a certain judgment recovered by the said A. B. against C. D. recovered in the Court of on the day of A.D. 19 , for the sum of debt, and costs, upon which judgment writs of *fieri facias* against the goods and lands of the said judgment debtor have been issued and placed in your hands. You will, therefore, execute the said writs for my benefit, and any proceeds realized thereunder are to be paid to me.

Dated, etc.

FORM 894.*Notice by Assignee to Debtor of Assignment of a Debt.*

I hereby give you notice that by an agreement in writing, dated the _____ day of _____ 19____, and made between _____ of _____, of the one part, and myself, of the other part, the debt of _____ dollars, owing by you to the said _____, has been absolutely assigned to me: my executors, administrators and assigns: and further take notice that you are hereby required to pay to me, or such person as I may appoint to receive the same, the said debt of _____ dollars on or before the _____ day of _____ next, and in default thereof, I shall pursue such remedies as are allowed by law for the recovery of the said debt.

Dated this _____ day of _____, 19____.
To _____

FORM 895.*Notice to Debtor by his Creditor of the Assignment of the Debt.*

Sir,—I hereby give you notice that I have this day assigned the debt of _____ dollars now due from you to me to _____ of _____. I hereby request you to pay the said sum to him forthwith, and I declare that his receipt for the same shall be sufficient discharge to you from said debt. Yours, etc.

FORM 896.*Notice to Contractors to Proceed with Work.*

Mr. A. B., Builder.

Sir,—I hereby notify you to proceed at once, in a workmanlike manner, with the erection and completion of the

buildings you have undertaken, and that you diligently and properly execute all the conditions and stipulations of the contract entered into by you with me on the day of , 19 , (*here describe the location, etc., of the buildings*). I further notify you that, should you neglect or refuse to proceed with the work of construction within days after the service of this notice, I will take possession of the uncompleted buildings, and employ other builders or workmen and purchase such materials as may be deemed advisable to complete the said work at your risk and expense, or dispose of the unfinished work by sale if I am so disposed. You are also notified that I will take whatever legal proceedings I may find advisable to aid the completion of the buildings in accordance with our contract dated the day of , 19 , and that payment of all instalments to you will cease from this day unless you diligently and forthwith proceed with the work.

X. Y., Owner.

FORM 897.

Form of Notice to Contractors to Proceed with Work.

Whereas, by an agreement dated the day of 19 , made between (therein and hereinafter designated as the said contractors), of the one part, and the , (therein and hereinafter designated as the said employer), of the other part, for the consideration therein appearing the said contractors covenanted and agreed with the said employer to execute the works required for constructing and completing, etc. (*describe work*), as the said were set forth and described in the specification, bill of quantities, schedule of prices, and plans in the said agreement referred to; and covenanted and agreed to observe and perform all covenants and provisions set out in such

specification; and that all the powers, rights and privileges mentioned therein and conferred thereby, in respect of such work, should and might be exercised according to the true intent and meaning thereof; and whereas, by the said agreement, it was provided that, if the said contractors should not complete the said works within the period limited for that purpose, or if, from any cause whatever (not arising from any act or acts done, or omitted to be done, by the said employer contrary to the true intent of the said agreement), they should be prevented from or delayed in proceeding with the completion of the said works according to the said specifications. It should be lawful for the said employer, without any previous notice being given to the said contractors, to take the said works entirely or in part out of their hands, and to employ any other contractor or contractors, workman or workmen, either by contract or by measure or value, or otherwise, proceed with the said works and complete the same; and that in such case the said contractors should only be entitled to receive such sums as shall have actually accrued due at the time of the works being taken out of their hands, and all expenses incurred by so doing shall be deducted and retained from the money due to the original contractors, or shall be recoverable as liquidated damages by action at law or otherwise; and whereas, by the said specification, it was also agreed that should the engineer be at the time dissatisfied with the nature or mode of proceeding with or at the rate of progress or maintenance of the works, or any part thereof, he shall have full power to procure and make use of all the labour and materials which he may deem necessary, deducting the cost of such labour and materials from the money that may become due, to the contractors; but it was expressly declared that the possession of this power by the engineer should not in any degree relieve the contractors from their obligations to proceed in the execution of and complete the works with the requisite expedition, or to maintain them as thereafter mentioned, and it was

provided that, should the contractors fail to proceed in the execution of the works in the manner and at the rate of progress required by the engineer, or to maintain the said works as thereafter mentioned to the satisfaction of the engineer, the contract should, at the option of the employer, but not otherwise, be considered void as far as relates to the works remaining to be done, and all sums of money that might be due to the contractors together with all the materials and implements in their possession, and all sums of money named as penalties for the non-fulfilment of the contract, should be forfeited to the employer, and the amount should be considered as ascertained damages for breach of contract, and whereas the said contractors have not completed the said works within the period limited for that purpose; and have not been prevented or delayed from proceeding with the completion of the said works according to the said specification by any act or acts done or omitted to be done by the said employer, but great delay has occurred in the completion of the said; and whereas, the engineer mentioned in the said specification is dissatisfied with the nature or mode of proceeding with and at the rate of progress of the works, and the contractors have failed to proceed in the execution of the works in the manner and at the rate of progress required by said engineer. Now the said employer, doth hereby give the said , contractors, and each of you notice that he will, at the expiration of one week from the date hereof, take the said works entirely out of your hands, and will, if need be, employ other contractors, workmen, etc., to proceed with the works and complete the same, and also the said engineer on their behalf will procure and make use of such labour and materials as he may deem necessary, deducting the cost thereof as in the agreement provided. And the said employer gives you further notice that the said contract shall be considered void as far as relates to the work remaining to be done, and that the sums of money, materials, implements and penalties hereinbefore mentioned shall be and hereby are forfeited to the said employer.

FORM 398.*Notice of Bids.*

To builders and others: Persons willing to contract for the erection of a _____ at _____, in the county of _____, may inspect the drawings and specifications at _____ from _____ day of _____ until the _____ day of _____ next, ensuing. Offers will not be received later than _____ o'clock on the last mentioned date. The advertisers do not bind themselves to take the lowest offer; nor will any be accepted, unless the character, means, and sureties of the persons offering be satisfactory, and the amount of the offer within (a certain sum). All further particulars or explanations will be given by the architect at his office.

FORM 399.*Notice of Protest.*

To _____ day of _____ 19____.
 Take notice that a _____ dated on the _____ day of _____ 19____, for the sum of \$ _____ by _____ payable _____ after the date thereof, at the _____ and endorsed by _____ was this day presented by me for _____ at the said _____ and that _____ thereof was refused: And that _____ the holder of the said _____ look _____ to you for payment thereof; And also take notice that the same was this day protested by me for non-_____

Your obedient Servant,

Notary Public.

FORM NO. 1*Notice to Quit (By Landlord).*

To _____ or whom else it may concern :

I hereby give you notice to quit and deliver up, on or before the _____ day of _____ 19____, the peaceable and quiet possession of the premises you now hold of me, with the appurtenances, situate _____ in the _____ of _____ in the Province of _____.

Dated this _____ day of _____ A.D. 19____.
Yours, etc.,

Witness :

FORM NO. 2*Notice to Quit by Tenant.*

To _____ Esq.

I hereby give you notice that it is my intention to quit and deliver up to you, on or before the _____ day of _____ 19____, the peaceable and quiet possession of the premises now held by me, with the appurtenances, situate at _____ in the township of _____ in the county of _____ in the Province of _____.

Dated this _____ day of _____ A.D. 19____.
Yours, etc.

Witness :

FORM 902.*Notice Claiming Double Rent for Holding Over.*

To C. D.:

I give you notice that if you do not deliver up possession of the house and premises situate No. , in Street, in the of on the day of

according to my notice to quit, dated the day of I shall claim from you double the yearly value of the premises for so long as you shall keep possession of them after the expiration of the said notice, according to the Statute in that case provided.

Dated the day of A.D. 19
Witness: _____

FORM 903.*Notice by Lessee to Lessor of Election to Purchase the Freehold and Inheritance of Premises, Pursuant to a Power Contained in the Lease for this Purpose.*

I HEREBY GIVE YOU NOTICE that, pursuant to the power for this purpose given to me by an Indenture of lease, dated the day of , whereby certain hereditaments and premises, situate, &c., were demised by you to me for the term of years, I elect and agree to purchase the said hereditaments and premises, and the inheritance thereof in fee simple, at the price of \$, and pay the purchase money, and in all respects to comply with the terms prescribed by the said Indenture of Lease in respect of such purchase by me; and I request you, on or before the expiration of one calendar month from the date hereof, to make out and deliver to me an abstract of the title to the said hereditaments and premises, according to the stipulation for this purpose contained in the said indenture of lease.

As WITNESS my hand this day of 19
C. D. (Lessee.)

To A. B. (Lessor).

FORM 904.*Notice by a Lessor to his Lessee Requiring Him to put the Premises in Repair Pursuant to a Covenant Contained in the Lease.*

I HEREBY GIVE YOU NOTICE and require that in pursuance of the covenant in that behalf contained in the indenture of lease dated the day of 19 , under which you hold the messuage and premises, No. &c., (*describing the premises shortly*), you do and execute, within six calendar months from the date hereof, the repairs in and upon the said messuage and premises, which are specified in the schedule to this notice.

A. B. (*Landlord*),

To C. D. (*Tenant*).

THE Schedule above referred to,

FORM 905.*Demand of Possession to Determine a Tenancy at Will.*

I HEREBY demand and require you forthwith to quit and deliver up possession of the (*describe land and premises*) with the appurtenances, situate and being in the of in the county of , now in your possession. (In case of any refusal or neglect on your part to comply with this notice, an action of ejectment will be commenced against without further notice). And you are hereby warned not to commit any waste, spoil, or damage in or upon the said premises or any part thereof.

Dated day of 19 .

Yours, etc.,

FORM 906.

Notice to Determine a Lease for Years at the end of the First Seven or Fourteen Years, Pursuant to a Proviso therein Contained.

To _____

SIR,—In pursuance of the proviso or power in this behalf contained in an Indenture of Lease dated the _____ day of _____ 19____, made or expressed to be made between (as the case may be), I, the undersigned (being the assignee of the immediate reversion of and in the tenements with the appurtenances demised by the said lease), do hereby give you notice that it is my intention to avoid the said lease, and to put an end to the term thereby granted at the end of the first (seven or fourteen, or as the case may be), years of the said term.

Dated the _____ day of _____ 19____.

Yours, etc.,

FORM 907.

Notice of Mortgage by the Mortgagee to the Mortgagor's Tenant.

To Mr. C. D.:

SIR,—Take notice, that by an Indenture dated the _____ day of _____ 19____, and made or expressed to be made between (as the case may be), the (messuage or dwellinghouse and land, or as the case may be), with the appurtenances, situate and being (at _____ or in the _____ of _____), in the county of _____ now in your possession (together with other hereditaments) were granted and mortgaged to me, the said E. F., my heirs, executors, administrators and assigns _____ day of _____ 19____, for years from the _____ day of _____ 19____, for securing the sum of _____ with interest for the same at the rate of \$ _____ per cent. per annum (at

a day now past, or on the day of next),
and you are hereby required to pay to me all rent and ar-
rears of rent due and payable and hereafter to become
due and payable from you in respect of the said premises
in your possession; And in case of any default I shall dis-
train or sue for the said rent, or bring an action to re-
cover possession of the said (*messuage or dwellinghouse and*
land) with the appurtenances, in your possession, or otherwise
put the law in force as I may be advised.

Dated this day of 19 .

Yours, etc.,

E. G., of

FORM 908.

Notice by Mortgagor to Pay off at the Expiration of 6 Months.

I HEREBY GIVE YOU NOTICE that in exercise of the privi-
lege granted to me in an Indenture of Mortgage, dated the
day of 19 , and made between myself
of the one part and you the said C. D. of the other part, I
shall pay unto you the principal moneys and interest owing
to you from me on the security of the above-named Indenture
at the expiration of six calendar months from the date hereof.

As witness my hand this day of 19 .

(Signed). A. B. (Mortgagor).

To C. D. (Mortgagee).

FORM 909.

Notice to Quit by Tenant from Year to Year to Landlord.

I HEREBY GIVE YOU NOTICE that I shall quit and deliver
up on the day of 19 , possession of
the messuage and premises (*describe property shortly*), which
I now hold of you as a yearly tenant.

Dated the day of 19 .

(Signed). A. B. (Tenant).

To C. D. (Landlord).

FORM 910.*Notice by Tenant to Quit Lodgings.*

Sir,—I hereby give you notice that on the day of
instant, (or next) I shall quit and deliver up possession of
the rooms and apartments with the appurtenances, in your
house (No. Street) which I now hold of you.

Dated the day of 19 .
Yours, etc.,
C. D.

To Mr. A. B.

FORM 911.*Notice by Landlord to Quit Lodgings.*

Sir, I hereby give you notice to quit and deliver up
on the day of instant, (or next), the rooms
or apartments with the appurtenances, in my house (No.
Street), which you now hold of me.

Dated this day of 19 .
Yours, etc.,
A. B.

To Mr. C. D.

FORM 912.*Notice to Quit by Landlord's Agent.*

To Mr. C. D.:

I HEREBY as agent for (A. B., Esq.), your landlord, and
on his behalf give you notice to quit and deliver up posses-
sion of the (house or farm land) and premises with the ap-
purtenances, situate in the of
in the County of which you hold of him as
tenant thereof, on the day of next, (or

at the expiration of the year of your tenancy, which shall expire next after the end of one-half year from the service of this notice).

Dated the day of 19 .
Yours, etc.,

FORM 913.

Notice to Quit by a Landlord to a Tenant from Year to Year.

YOU ARE HEREBY REQUIRED to quit and deliver up on the
day of 19 (or on other the day on which
the current year of your tenancy will expire next after the
end of half a year (a) from the time of your being served
with this notice (b)), the possession of the messuage, &c.
(describe the property shortly), which you now hold of
(landlord).

Dated the day of 19 .
A. B. (agent for the said landlord).
To C. D. (tenant).

FORM 914.

Notice of Purchase of Equity of Redemption.

You are requested to take notice that by Indenture bearing date the day of and made between, etc.,
ALL THAT piece and parcel or tract of land comprised in a mortgage to you from the undersigned for the sum of dollars and interest, and all equity and benefit of redemption has been conveyed and transferred unto the said (purchaser) his heirs and assigns subject to your said mortgage security.

Dated this day of 19 .
(Signature of Mortgagor and Purchaser).
To (Mortgagee).

(a) If a year's notice is requisite substitute here "a year" for "half a year."

(b). The words in brackets will be inserted wherever there is any doubt as to the day on which the tenancy commenced.

FORM 915.

Notice by Mortgagees of Reversionary Interest in Settled Personal Estate to Trustees of Fund.

To L. M. and N. O., Trustees of an Indenture dated the
day of 19 , being made on the marriage of

WE HEREBY GIVE YOU NOTICE that by an Indenture dated the day of and made between (date and parties) the reversionary share of the said A. B. (Mortgagor) in the Trust Fund comprised in the said Indenture of Settlement was assigned by him to the said C. D. (Mortgagee) subject to redemption as therein mentioned.

Dated the day of 19 .

(Signed).
Solicitors of the above-named C. D.

FORM 916.

Notice to Creditors by Executor or Administrator.

IN THE MATTER OF THE ESTATE of A. B., deceased.

NOTICE is hereby given that all persons having any claims or demands against the late A. B., who died on or about the day of 19 , at , in the Province of , are required to send by post, prepaid, or to deliver to the undersigned Messrs. X. Y. Z., of Street, Solicitors for the Administrators of the Estate of the said A. B., their names and addresses, and full particulars in writing, of their claims and statements of their accounts, and the nature of the security, if any, held by them.

AND TAKE NOTICE that after the day of 19 , the said Executors will proceed to distribute the assets

of the said deceased among the persons entitled thereto, having regard only to the claims of which they shall then have had notice. And that the said Executors will not be liable for said assets or any part thereof to any person of whose claim they shall not then have received notice.

Dated at the day of 19 .
The Trust Company,
Administrators of the Estate of A. B.

FORM 916a.

Notice of Application for Incorporation of a Railway Company.

Coast to Coast Railway.

NOTICE is hereby given that an application will be made to the Parliament of Canada, at its next session, for an Act to incorporate a railway company under the name of "Coast to Coast Railway Company," with power to construct, lay out and operate a line of railway from a point at or near the easterly boundary of the Province of Quebec, thence in a westerly direction by the most feasible route through the Provinces of Quebec, Ontario, Manitoba, Saskatchewan, and British Columbia, to the City of Prince Rupert, with branch lines from (1) the City of Quebec, in a northerly direction to a point on the proposed main line; (2) from the City of X. in a northerly direction to a point on the proposed main line; (3) from the City of Y. in a northerly direction to a point on the proposed main line; (4) from A. B. or F. E. to connect with the proposed main line; also to construct and operate telegraph and telephone lines and to charge tolls for the use thereof; to develop, receive, transform, transmit, distribute and supply electric or other power and energy, and to dispose of the surplus thereof, and to collect rents and

charges therefor to construct, acquire, charter and operate and dispose of steam or other vessels of every kind and description, and to construct, acquire and lease terminal stations, facilities, wharves, docks, elevators, warehouses, &c., and to carry on the business of forwarding agents, wharfingers and warehousemen, and to enter into agreements with other companies.

Dated at _____, this _____ day of _____ A.D.
19 _____

A. B. C.

Solicitors for the Applicants.

FORM 917.

Form of Notice of Sale of Chattels to be Published and Served on Owner under Mechanics' Lien Act (Ontario). Auction Sale.

Whereas (name of person indebted) is indebted to the undersigned in the sum of \$ _____, for (work done and materials supplied in the alteration or improvement of one spring waggon), and three months have elapsed since the said sum ought to have been paid, and default has been made in payment thereof, notice is hereby given that on next, the _____ day of _____, at (place of sale e.g., the auction rooms of C. D., No. _____), in the City of _____, the said (describe chattels) will be sold by (name of auctioneer), by public auction.

(If sale is to be subject to a reserved bid, or other special condition, it should be so stated).

Dated, etc.

(Signature of lienholder).

FORM 918.

*Notice by Sub-contractor to "Owner" under Section 12,
Sub-sec. 4, Mechanics' Lien Act.*

To (name of owner):

Take notice that I have been employed by (name of contractor by whom the person giving the notice was employed) to do work as (a painter on—or to supply materials for) the building erected (or now being erected) on (give short description of premises, as for instance, Lot 21, on the north side of Queen Street, in the City of Toronto, according to Plan 81, registered in the registry office, etc.), and that the said (name of contractor) is indebted to me for such work (or materials) in the sum of \$, which is unpaid, and I claim a charge therefor on all moneys due by you to the said (name of contractor).

Dated this day of 19 .

(Signature of Sub-Contractor giving the Notice).

10 Edward VII., c. 69, s. 12 s.-s. 4.]

FORM 919.

Caution to be Registered by Executor, etc.

We (A. B. and C. D.), executors of (or administrators, with the will annexed of, or administrators of) who died on or about the day of , do hereby certify that it may be necessary for us under our powers and in fulfilment of our duties as executors (or administrators) to sell the real estate of the said or part thereof (or the caution may specify any particular parts or parcels), and of this all persons concerned are hereby required to take notice.

(Usual affidavit of Execution).

10 Edward VII. c. 56 (Ont.) Form I Schedule.]

FORM 920.*Certificate withdrawing Caution.*

We executors (or administrators) of
do hereby withdraw the caution heretofore registered with
respect to the real estate of the said (or as the case
may be).

10 Edward VII. c. 56 (Ont.) Form 2 Schedule.]

FORM 920a.*Affidavit of Execution of Foregoing Withdrawal.*

I, G. H., etc., make oath and say:—
I am well acquainted with named in the above
certificate.

I believe that the signatures purporting to be their signa-
tures at the foot of the said certificate are in their hand-
writing respectively.

I believe the said to be the persons who regis-
tered the Caution referred to in the said Certificate.
Sworn, etc.

FORM 921.*Notice of Distress of Growing Crops.*

To C. D., and all others whom it may concern:

Take notice, that I (as bailiff of and for A. B.,
your Landlord), this day distrained on the (farm, lands and
premises) in your occupation or possession mentioned in the
inventory (above written, or hereunder annexed), the cattle,
goods and chattels, and also the growing crops mentioned in
the said inventory, for \$, being quarter's
rent due to (me, or the said A. B.), at last (or on the
day of last), for the said (farm, lands

and premises): And unless you pay same (within five days from the date hereof, the said cattle, goods and chattels will be appraised and sold according to law, and) I shall (or if signed by the bailiff say, "the said A. B. will"), proceed to cut, gather, make, cure and lay up the said crops, when ripe, in the barn or other proper place on the said premises, and in convenient time to sell and dispose of the same in or towards satisfaction of the said rent, and the charges of such distress, appraisement and sale, according to law.

Dated the day of 19 .

(Signed)

Bailiff of the above-mentioned A. B.

FORM 922.

Notice of Distress.

To Mr. C. D., and all others whom it may concern:

Take notice, that I (as bailiff of and for A. B., your landlord), have this day distrained on the premises in your occupation or possession, named in the inventory (above written, or hereunto annexed), the (cattle), goods and chattels mentioned in the said inventory for \$ being quarter's rent due to (me or the said A. B.), at last (or on the day of last), for the said premises: And unless you pay the said rent, with the charges of distraining for the due, within five days from the service hereof, the said (cattle), goods and chattels will be appraised and sold according to law. (If cattle or goods removed, mention the place thus, "And take notice, that the said cattle have been removed to and are now in the common pound in and for the of in the county of .")

Dated the day of 19 .

(Signed).

Bailiff of the above-named A. B.

(or A. B., of).

FORM 923.

*Notice to Sheriff under the 8 Anne, c. 14, s. 1, of Rent Due
Landlord.*

To the Sheriff of the County of _____ and his under-sheriffs
and bailiffs, and all others whom it may concern:

Take notice, that the sum of \$ _____ is now due and
owing to (me, or to I. K., of, etc.), from C. D. of
in the County of _____ for (one year's, or one-half year's,
or one quarter's) rent, due on the _____ day of
last, of the premises in his occupation at _____

upon which premises, as I am informed, you have seized and
taken in execution certain goods and chattels: And you are
hereby required not to remove any of the said goods and chat-
tels from off the said premises until the said arrears of rent
are paid, pursuant to the statute in such case and provided.

Dated this _____

day of _____

19 _____

Yours, etc.,

I. K. of _____

(or E. F., of _____)

, Agent for I. K., of _____

).

FORM 924.

*Statutory Notices under 1 Geo. V., c. 37 (Ontario).
Notice to Tenant.*

Take notice that I claim \$ _____ for rent due to me
in respect of the premises which you hold as my tenant,
namely (*here briefly describe them*); and unless the said
rent is paid, I demand from you immediate possession of the
said premises; and I am ready to leave in your possession
such of your goods and chattels as in that case only you are
entitled to exemption for.

Take notice further, that if you neither pay the said rent
nor give me possession of the said premises within three days
after the service of this notice. I am by the Landlord and

Tenant Act entitled to seize and sell, and I intend to seize and sell all your goods and chattels, or such part thereof as may be necessary for the payment of the said rent and costs.

Dated this day of 19 .

A. B. (landlord).

To C. D. (tenant).

[1 Geo. V. c. 37 (Ontario) Form I. Schedule.]

FORM 925.

Notice to Landlord.

Take notice, that under The Landlord and Tenant Act, I wish to set off against rent due by me to you, the debt which you owe to me on your promissory note for dated
(or as the case may be).

Dated this day of 19 .

C. D., (tenant).

[1 Geo. V. c. 37 (Ontario) Form II Schedule.]

FORM 926.

Forms of Notices under the Ontario Act Respecting Local Improvements, 1 Geo. V., c. 58.

Take notice that

1. The Council of the Corporation of the of intends to construct as a local improvement (describe the work) on (or in) street, between (describe the points between which the work is to be constructed) and intends to specially assess a part of the cost upon the land abutting directly on the work (in case other land is to be specially assessed add) and upon the following land which is immediately benefited by the work (describe the land).

2. The estimated cost of the work is \$, of which \$ is to be paid by the Corporation. The estimated special rate per foot frontage is . The special assessment is to be paid in annual instalments.

3. A petition against the work will not avail to prevent its construction.

Dated

Clerk.

NOTE. Where that part of the municipality in which the land to be specially assessed is situate is divided into districts or sections the form will be altered to show the special rate per foot frontage in each district or section.

1 Geo. V. c. 58, Form I Schedule and Section 11.]

FORM 927.

Take notice that

1. The Council of the Municipal Corporation of the of intends to construct (describe the work) on (or in) street between (describe the points between which the work is to be constructed), as a local improvement and intends to specially assess a part of the cost upon the land abutting directly on the work (in case other land is to be specially assessed upon the following lands which is immediately behind the work (describe the land).

2. The estimated cost of the work is \$ of which \$ is to be paid by the Corporation, and the estimated special rate per foot frontage is . The special assessment is to be paid in annual instalments.

3. Persons desiring to petition against undertaking the work must do so on or before the day of 19 .

Dated

Clerk.

NOTE. Where that part of the municipality in which the land to be specially assessed is situate is divided into districts or sections the form will be altered to show the special rate per foot frontage in each district or section.

1 Geo. V. c. 58 (Ont.) Form II, Schedule and Sec. 13.]

FORM 928.

Take notice that

1. The Council of the Corporation of _____ of _____
has constructed as a local improvement (*describe the work*) on (or in) _____ street between (*describe the points between which the work has been constructed.*)

2. The cost of the work is \$ _____, of which \$ _____ is to be paid by the Corporation. The special rate per foot frontage is _____. The special assessment is to be paid in _____ annual instalments.

3. The estimated lifetime of the work is _____ years.

4. A Court of Revision will be held on the _____ day of _____ 19____, at _____ o'clock at the (*insert place of meeting*) for the purpose of hearing complaints against the proposed assessments or the accuracy of frontage measurements and any other complaint which persons interested may desire to make and which is by law cognizable by the Court or (*where the Court of Revision proceeds under section 37*).

5. You are served with this notice because the Court of Revision is of opinion that your lot though not specially assessed should be specially assessed in respect of the owners' portion of the cost of the work, and an adjourned sitting of the Court will be held on the _____ day of _____ 19____, at _____ o'clock at the (*insert place of meeting*) when the matter will be determined by the Court.

Dated _____

Clerk.

NOTE.—Where that part of the municipality in which the land to be specially assessed is situate is divided into districts or sections the form will be altered to show the special rate per foot frontage in each district or section.

1 Geo. V. c. 58 (Ont.) Form 3 Schedule & Secs. 33 (2) and 37.]

FORM 929.

*Notice to Owners of Lands Affected by Proposed Ditch,
under Ditches and Watercourses Act, 2 Geo. V., ch. 74.*

(ONTARIO.)

To

Sir,

I am the owner of lot (*describing it*), and as such owner I require a ditch to be constructed under The Ditches and Watercourses Act, to drain it (or if for reconsideration of agreement or award or to deepen, widen, cover or otherwise improve the ditch, state the object). The following other lands will be affected: (*here set out the other parcels of land, lot, concession or street and township or other local municipality, and the name of the owner in each case; also each road, and the municipal corporation controlling it*).

I hereby request you, as owner of (*state his land*) to attend at (*state place of meeting*) on the day of 19 , at the hour of o'clock in the noon, with the object of agreeing on the respective portions of the work and materials to be done and furnished by the several owners interested and the several portions of the ditch to be maintained by them.

Dated the

day of

19 .

Yours, etc.,

(*Name of Owner*).

PARTNERSHIP AGREEMENTS.

FORM 930.*Agreement Constituting a Partnership at Will.*

We hereby agree to become partners as

Dated the day of 19 .

Witness:

FORM 931.*Another Form.*

An Agreement made this day of A.D. 19 .
Between A. B., of , and C. D., of .

1. The said parties agree to become partners as from the date hereof.

2. The business is to be carried on at the house of the said A. B., where the books and other documents relating to the partnership shall be kept, but accessible at all times to the said C. D.

3. The partnership property shall consist of the stock in trade and implements of the said A. B., and of \$ lodged in the bank by the said C. D. in the joint names of the partners.

4. Each partner may draw out weekly a sum not exceeding on account of his share of the profits.

5. The profits of the business are to be divided on day of , and the of , between the partners in the following proportion, namely, three-fifths to the said A. B., and two-fifths to the said C. D., and the payments and liabilities are to be borne by them in the like proportions.

In witness whereof, etc.

Signed, sealed, etc.

FORM 932.*Partnership Agreement by Deed.*

An Agreement made this day of A.D. 19 .
Between A. B. of , and C. D. of .

1. The said parties agree to enter into partnership as
 , under the firm of for years from
the date hereof, or until the partnership is determined by
either party giving to the other a three months' notice in
writing, ending with a current year of the partnership.

2. The partnership business is to be carried on in con-
venient premises to be taken for the purpose in the
of .

3. The partnership capital is to consist of the sum of
 , to be contributed equally by the partners, and lodged
on or before the day of , to their joint ac-
count at the bank of , and of the property, credits,
and stock in trade of the firm for the time being.

4. Each partner may draw a week on account of
his prouts, but if, at the periodical taking of accounts here-
inafter mentioned, either partner has drawn out during the
past year a sum exceeding the profits to which he shall be en-
titled, he shall repay the surplus to the partnership.

5. Neither partner shall sign any promissory note or bill
other than in a draft on a banker, in the name of the firm in
the common course of business; nor shall give credit after
warning from his co-partner; nor shall, without his written
consent, borrow money, or compound debts, or become surety
or bail, or enter into any contract for more than , or
engage a servant to the firm, or take an apprentice, or en-
gage in any other business.

6. Any engagement or liability entered into by either part-
ner in contravention of the above clause is to be at his ex-
clusive risk, and the firm is to be indemnified out of his
separate property.

7. Accounts shall be kept in books of all partnership transactions, and such books, together with all other documents connected with partnership business, shall be kept at the principal place of business, and accessible to each partner.

8. On the first day of each year an account shall be taken of the partnership property, stock, credits and liabilities, and the sum found to be due to each partner shall be carried to each separate account.

9. On the taking of such accounts, they shall be entered, together with a valuation of the stock, in the partnership books, and each partner shall have a copy or abstract signed by both partners, and shall be bound thereby, unless within a year some manifest error be found therein, in which case it shall be rectified.

10. On the expiration or other determination of the said partnership, a full written account shall be taken of all the partnership property, stock, credits, and liabilities, and a written valuation shall be made of all that is capable of valuation, and such account and valuation shall be settled, and provision shall be made for the payment of the liabilities of the partnership, and the balance of such property, stock and credits shall be divided equally between the partners, and each shall execute to the other, proper releases and proper instruments for vesting in the other and enabling him to get in such property, stock, and credits.

11. If either partner shall die before the first day of January next, his executors and administrators shall be entitled to the share of the capital brought in by him together with _____ per cent in lieu of profits.

12. If either partner shall die after the said day and during the continuance of the partnership, his executors and administrators shall be entitled to the value of the share of the partnership property, stock and credits, to which the deceased partner would have been entitled on the first day of January last preceding his death, together with

per cent. interest from that day in lieu of profits, and the surviving partner shall secure such sum by a bond in double the amount conditioned for the payment of such sum in twelve months by four equal quarterly instalments.

13. The surviving partner, his executors, and administrators, shall execute a proper instrument indemnifying the executors and administrators of the deceased partner and his estate from all the liabilities of the partnership; and the executors or administrators of the deceased partner shall release and assign to the surviving partner, his executors and administrators, all their interest in the property, stock and credits of the partnership, and shall empower him and them to get in and recover the same.

14. If either party shall be guilty of a breach or non-observance of the fifth and seventh clauses above contained, the other, within three calendar months after such event shall have become known to him, may dissolve the partnership by notice in writing, declaring the same to be dissolved from the date of such notice, and the partnership shall thereupon cease and determine, and the partner to whom such notice shall be given shall be considered as quitting the business for the benefit of the partner giving such notice.

15. If, at any time during the subsistence of the partnership, or after its determination, any dispute shall arise between the partners, or between either of them, and the executors or administrators of the other, or between their respective executors or administrators, concerning any matter relating to the partnership, the same shall be referred to the award of such person as shall be appointed for that purpose by the parties within thirty days after such dispute shall arise, and in the event of no such appointment being made, then to a barrister-at-law to be appointed by _____ and such award may be made a rule of the Supreme Court of Ontario.

In witness whereof, etc.

Signed, sealed, etc.

FORM 933.*Another Form.*

Articles of Agreement, made the day of
A.D. 19 , Between:

Whereas the said parties here respectively are desirous
of entering into a co-partnership, in the business of
at for the term and subject to the stipulations
hereinafter expressed.

Now, therefore, these Presents witness, that each of them,
the said parties hereto respectively, for himself, his heirs,
executors, and administrators, hereby covenants with the other
of them, his executors and administrators, in manner follow-
ing, that is to say:—

FIRST.—That the said parties hereto respectively shall
henceforth be and continue partners together in the said
business of for the full term of to be computed
from the day of one thousand nine
hundred and , if the said partners shall so long
live, subject to the provisions hereinafter contained for de-
termining the said partnership.

SECOND.—That the said business shall be carried on under
the firm name of .

THIRD.—That the said partners shall be entitled to the
profits of the said business in the proportion following, that
is to say:

And that all losses in the said business shall be borne
by them in the same proportions (unless the same shall be
occasioned by the wilful neglect or default of either of the
said partners, in which case the same shall be made good by
the partner through whose neglect the same shall arise).

FOURTH.—That the said partners shall each be at lib-
erty, from time to time during the said partnership, to draw
out of the said business, weekly, any sum or sums not ex-
ceeding for each the sum of per annum, such sums

to be duly charged to each of them respectively, and no greater amount to be drawn by either of the said partners except by mutual consent.

FIFTH.—That all rent, taxes, salaries, wages and other outgoings and expenses incurred in respect of the said business, shall be paid and borne out of the profits of the said business.

SIXTH.—That the said partners shall keep, or cause to be kept, proper and correct books of account of all the partnership moneys received and paid, and all business transacted on partnership account, and of all other matters of which accounts ought to be kept, according to the usual and regular course of the said business, which said books shall be open to the inspection of both partners, or their legal representatives. A general balance or statement of the said accounts, stock in trade and business, and of accounts between the said partners, shall be made and taken on the day of in each year of the said term, and oftener if required.

SEVENTH.—That the said partners shall be true and just to each other in all matters of the said co-partnership, and shall at all times, during the continuance thereof, diligently and faithfully employ themselves respectively in the conduct and concerns of the said business, and devote their whole time exclusively thereto, and either of them shall not transact or be engaged in any other business or trade whatsoever: And the said partners, or either of them, during the continuance of the said co-partnership, shall not, either in the name of the said partnership, or individually, in their own names, draw or accept any bill or bills, promissory note or notes, or become bail or surety for any person or persons, or knowingly or wilfully do, commit or permit any act, matter or thing by which, or by means of which, the said partnership moneys or effects shall be seized, attached or taken in execution; and in case either partner shall fail or make default in the performance of any of the agreements or articles of the said part-

nership, in so far as the same is or are to be observed by him, then the other partner shall represent in writing to such partner offending, in what he may be so in default; and in case the same shall not be rectified by a time to be specified for that purpose by the partner so representing, the said partnership shall thereupon at once, or at any other time to be specified as aforesaid by the partner offended against, be dissolved and determined accordingly.

EIGHT.—That in case either of the said partners shall die before the expiration of the term of the said co-partnership, then the surviving partner shall, within six calendar months after such decease, settle and adjust with the representative or representatives of such deceased partner all accounts, matters and things relating to the said co-partnership, and that the said survivor shall continue to carry on thenceforth for his sole benefit the co-partnership business.

In witness whereof, etc.

Signed, sealed, etc.

FORM 934.

Agreement for Loan to Partnership.

This Agreement, made the _____ day of _____
A.D. 19____.

Between _____ of _____, and _____, of _____.

1. The said _____ lends the sum of _____ to the said _____, to be employed in his business of _____.

2. The said _____ agrees to pay the said _____, his executors or administrators, on or before every midsummer and Christmas day, during the continuance of this loan, by way of interest for the said sum one-third of the

profits of the said business accruing during the half year then last past, and in any event not less than

3. The said _____ is not to discharge the said loan, except on the consent of the _____, his executors or administrators, and the said _____, his executors or administrators, may at any time call in the principal on _____ days' notice in writing, and the principal shall ipso facto become due, if the interest or profits are ten days in arrears.

4. The said _____ for himself, his executors and administrators, covenants with the said _____, his executors and administrators, that he, the said _____, during the continuance of the said loan will faithfully render to the said _____ his executors or administrators, on the occasion of each payment, a full and true account of the outgoings and incomings of his said business during the period for which such payment shall extend: And will permit the said _____, his executors or administrators, at all times, at the place of business of the said _____, to inspect and take copies of the books of account, order-books, bankers' pass-books, cheque-books, invoices, and all agreements and contracts, and other books and drawings whatsoever, connected with the said business of the said _____ And the said _____ further covenants, as aforesaid, that none of the said books or other writings shall be moved from the said place of business at any time during the continuance of this loan.

5. And the said _____ covenants, as aforesaid, he, his heirs, executors or administrators, at the expiration of the said term, will pay to the said _____, his executors or administrators, the said sum of _____, with interest for the same, after the rate aforesaid.

In witness, etc.

Signed, sealed, etc.

FORM 935.*Certificate of Partnership for Registration.*
(ONTARIO.)*Schedule.*

Province of Ontario, | .

County of |

To Wit: |

, the undersigned, , of the of
, in the county of and , herebycertify, that have carried on and intend to carry on
trade and business as , at , in partner-
ship with under the firm of .And that the said partnership hath subsisted since the
day of one thousand nine hundred
and , and that the said are
and have been since the said day the only members of the
said partnership.Witness hand at this day
of , one thousand nine hundred and

Witness:

10 Edward VII, c. 68, Form I Schedule.]

FORM 936.*Deed of Dissolution of Partnership.*This Indenture made the day of
A.D. 19 .

Between A. B., of , and C. D., of .

Whereas it has been agreed to dissolve the partnership
heretofore carried on by the said parties hereto under articles
dated the day of . Now this Indenture
witnesseth as follows:—

1. In consideration of one moiety of the profits of such business up to the _____ day of _____ last, having been received by the said A. B., and of _____ secured to him by a bond bearing even date herewith of the said C. D. being the value of the share of the said A. B. in the property, stock and credits of the partnership, and also in consideration of an indemnity against the partnership liabilities, by a bond, bearing even date herewith, of the said C. D., indemnifying the said A. B., against the partnership liabilities, the said A. B. assigns and releases all his interest in the property, lease, stock, credits and business of the partnership to the said C. D., his executors, administrators and assigns, with power in the name of the said A. B. his executors and administrators, to recover and give receipts for the same.

2. The said C. D., for himself, his heirs, executors and administrators, covenants with the said A. B. that the said C. D., his heirs, executors and administrators, will discharge and keep indemnified the said A. B. his heirs, executors and administrators against all the liabilities specified in the schedule hereon but so that this covenant shall not be enforced so long as the said A. B., his heirs, executors and administrators are kept indemnified as aforesaid.

3. Each of the parties hereto releases the other of them, his heirs, executors and administrators from all claims in respect of the said partnership, and the articles constituting the same, preserving, nevertheless, in full force and effect the said bond of the said C. D.

In witness, etc.

Signed, sealed, etc.

FORM 937.*The Same—Another Form.*

We, the undersigned, do hereby mutually agree that the partnership heretofore subsisting between us as under the within articles of co-partnership, be and the same is hereby dissolved, except for the purpose of the final liquidation and settlement of the business thereof, and upon such settlement is wholly to cease and determine.

In witness whereof, we have hereunto set our hands and seals, this day of , A.D. 19 .

Signed, sealed, etc.

FORM 938.*Statutory Dissolution of Partnership (Ontario.)*

Province of Ontario, } I, , formerly a member
County of : } of the firm carrying on business
as at , in the county of ,
under the style of , do hereby certify that the said
partnership was on the day of dis-
solved.

Witness my hand at , the day of ,
in the year of our Lord one thousand nine hun-
dred and .

FORM 939.*Notice of Dissolution.*

Notice is hereby given that the partnership heretofore subsisting between us, the undersigned, as _____, in the _____ of _____, has been this day dissolved by mutual consent. All debts owing to the said partnership are to be paid to _____, at _____ aforesaid, and all claims against the said partnership are to be presented to the said _____ by whom the same will be settled.

Dated at _____, this _____ day of _____, A.D. 19 _____.

Witness: _____

FORM 940.*Notice Dissolving a Partnership Immediately.*

To _____ (Date.)

Sir,—I hereby dissolve the partnership between us from this day.

FORM 941.*Notice of Dissolution Under a Power in the Deed.*

To _____ (Date.)

Sir,—I give you notice that I shall put an end to the partnership between us on the _____ day of _____ next, at which time I shall be ready to indemnify you, and shall expect you to indemnify me according to the articles.

Yours, etc.

FORM 942.

Bond Securing to Out-going Partner the Payment for His Share.

Know all men by these presents, that I, C.D., of
my heirs, executors and administrators are firmly bound to
A.B. of his executors, administrators and assigns;
for the payments to him or them of the penal sum of ,
currency.

Dated this day of A.D. 19 .

The above written obligation is conditioned to be void if
the above bounden C.D., his heirs, executors or administra-
tors, shall pay to the said A.B., his executors, administrators
or assigns, the sum of , on the day of
A.D. 19 .

Signed, sealed, etc.

FORM 943.

Bond Indemnifying Outgoing Partner against Partnership Liabilities.

Know all men by these presents that I, C.D., of
my heirs, executors and administrators are firmly bound unto
A.B., of , his executors, administrators and assigns
for the payment to him or them of the penal sum of ,
currency.

Dated the day of A.D. 19 .

The above written obligation is conditioned to be void
if the said C.D., his heirs, executors or administrators shall
keep the said A.B., his executors and administrators indemni-
fied from all debts and liabilities of the said A.B., and C.D.,
which, up to the date of the said obligation, shall have arisen
out of the partnership between the said A.B. and C.D. in
the business of , heretofore carried on by them.

Signed, sealed, etc.

FORM 944.*Agreement to Renew a Partnership by Endorsement.*

To all to whom these presents shall come:

Whereas the partnership formed by and mentioned in the within articles of agreement has this day expired (or will expire on the day of next) by the limitations therein contained:

Now know ye that it is hereby agreed between the parties thereto that the said partnership shall be continued, on the same terms and with all the provisions and restrictions in the within agreement mentioned, for the further term of years from this date (or from the day of next).

In witness whereof, etc.

Signed, sealed, etc.

FORM 945.*Notice of Expulsion from Partnership.*

Sir: I do hereby give you notice that it is my intention immediately to dissolve the partnership now subsisting between us, in pursuance of a power to that effect contained in our partnership deed, on account of your having, contrary to the several stipulations therein contained, wilfully neglected to keep proper and just accounts (or other kind of breach) and of having committed several acts contrary to the said stipulations and agreements, whereby I am authorized, by giving you notice in writing to that effect, to expel you from the partnership, and I do declare that the said partnership between us is this day dissolved, and that the business thereof shall from henceforth be carried on in my own name only; but without prejudice nevertheless, to any remedies which either of us may be entitled to

as against the other for the breach or non-performance of all or any of the covenants, stipulations, conditions or agreements contained in the said partnership deed previously to the dissolution of our said partnership.

In witness, etc.

FORM 946.

Special Clauses in Partnership Agreements.

Retirement of Partner.

Any partner may retire from the partnership on or at any time after the day of , 19 , on giving not less than six calendar months' previous notice in writing to the other partner of his intention so to do, or leaving such notice at the counting house or office of the partnership; at the expiration of such notice the partnership shall determine, so far as regards the partner giving or leaving such notice, but not as between the remaining partners.

FORM 947.

Payment to one Partner for Rent.

The said shall be allowed by the partnership the clear yearly sum of dollars, by way of rent for the said premises in street aforesaid, so long as the said business shall be carried on therein; but the said premises shall continue the sole property of the said subject only to be used for the purposes of the partnership business.

FORM 948.*Increase of Capital.*

If, at any time hereafter, further capital shall be required for carrying on the business, and a majority of the partners shall determine to increase the capital, the additional capital shall be advanced by partners in equal shares (or, in such proportions as they have respectively contributed to the original capital of the firm).

FORM 949.*Additional Capital Contributed by One Partner.*

If any Partner shall, with the consent of the other Partner, bring in additional capital, or leave any part of his profits in the business, the same shall be considered a debt due to him from the partnership, and shall bear interest at the rate of per cent per annum, but the same shall not be drawn out except upon giving calendar months' written notice; and he shall be bound to draw out the same on a like notice given to him by the other Partner, and, at the expiration of such notice, interest shall cease to be payable thereon.

FORM 950.*Interest on Capital.*

Each partner shall be credited on the books of the partnership with interest at the rate of per cent. per annum on his share of the capital for the time being standing to his credit, and such interest shall be paid to him on the day of , and the day of .

in each year, before any division of profits is made, and such capital and interest shall be deemed to be a debt due from the partnership.

FORM 951.*Patent to be Property of Partnership.*

The patent right shall be considered as part of the partnership property, and to have been brought into the business as capital by the said patentee; and no share or interest therein, or license to use the same shall be sold, granted or assigned to any person or persons, without the consent of both the partners; and moneys, benefits and advantages to accrue from any such sale, grant, assignment or license shall be divisible between the partners in the same proportions as the profits of the business are hereinafter directed to be divided. The said patent right shall, for the purpose of the business and of any accounts in relation thereto be taken to be of the value of dollars at the date of these presents, and to become depreciated in value at the rate of dollars every half year.

FORM 952.*Deposit and Payment of Moneys.*

All moneys which shall from time to time be received for or on account of said partnership, not required for current expenses, shall be paid immediately to the bank for the time being of the partnership in the same drafts, cheques, bills, or cash in which the same are received, and all disbursements for or on account of the partnership shall be made by cheque on such bank.

FORM 953.*Expenses of Business.*

All rent, expenses for repairs or improvements, all taxes, premiums of insurance, salaries and wages, and all other expenses, losses and damages which may be incurred in carrying on the business of the partnership (and the interest on the capital, payable to the respective partners), shall be paid out of the receipts and earnings of the said business, and in case of deficiency thereof, then by said partners, in the shares or proportions in which they are entitled to the profits of the business.

FORM 954.*Profits.*

The partners shall be entitled to the net profits of the business in equal shares (or in the shares following, that is to say, etc.) and the net profits shall be divided as soon after the end of each year as the general annual account shall have been taken, as hereinafter provided.

FORM 955.*Guarantee of Profits to One Partner.*

Provided always, that in case the share of said in the said net profits, shall in any year be less than dollars, such share shall, in every such year, be made up to dollars by the other partners, by contributions in the shares in which they are entitled to the net profits.

FORM 956.*Sums to be Drawn out Monthly.*

The partners shall be at liberty, from time to time, to draw out of the said business, for their own use respectively, any sum or sums not exceeding the sums following, that is to say: the said the sum of dollars per month; the said the sum of dollars per month; and the said the sum of dollars per month; such sums to be duly accounted for by them respectively on the taking of every such general annual account hereinafter directed; and any partner whose drawings shall, on the taking of such accounts, be found to exceed his share of the net profits and interest on capital accrued to him for the previous year, shall forthwith refund the difference.

FORM 957.*Attention to Business.*

Each partner shall devote the whole of his time and attention to the partnership business and diligently and faithfully employ himself therein and carry on the same to the greatest advantage of the partnership. (Provided however, that the said shall give only such an amount of supervision and attention to the said business as may be necessary for the efficient management thereof and except to that extent shall not be bound to personal attendance or participation therein).

FORM 958.*One Partner to be Manager at a Salary.*

The said _____ shall be the manager of the said business, and shall be paid for his services as manager the annual sum of _____ dollars before any division of profits is made, in addition to his share of the profits, by equal quarterly payments, the first payment to be made on the day of _____.

FORM 959.*Not to Engage in any Other Business.*

No partner shall, during the continuance of the partnership carry on or be concerned or interested, directly or indirectly, in the same kind of business as that carried on by said partnership, nor be engaged in or undertake any other trade or business, without the consent in writing of the other partners or partner.

FORM 960.*Cheques, Bills and Notes.*

All cheques, notes, and other writings pledging the credit or affecting the property of the partnership shall be signed by the said _____ or _____ and not otherwise.

FORM 961.*The Same.*

No partner shall, without the consent of the other partner or partners, draw, accept, or sign any bill of exchange or promissory note, or contract any debt on account of the partnership, or employ any of the moneys or effects thereof, or in any manner pledge the credit thereof, except in the usual and regular course of business. Any infraction of this provision shall be a ground for an immediate dissolution of the partnership as regards the partner so offending, and the other partners may forthwith declare the same dissolved by a written notice to the offending partner, or left for him at the office of the firm.

FORM 962.*Bonds, Notes, etc., to be Signed by Both Partners.*

If there shall be occasion to give any bond, promissory note, bill of exchange, or other security for the payment of any money on account of the partnership, except when the giving of such obligation shall be in the common course of business unavoidable, the same shall be signed by both partners; and if either partners shall give such obligation except in the case aforesaid, the same shall be deemed to be given on his separate account, and shall be payable out of his separate estate, and he shall indemnify the other partner against the payment thereof.

FORM 963.*Notice to Purchase Share in Partnership when Determined.*

I hereby give you notice that it is my intention to purchase your share in the partnership which subsisted between us under a deed of partnership, dated the _____ day of _____ 19____, for a term of _____ years from thenceforth next ensuing, and which said term expired on the _____ day of _____ last, in pursuance of the powers and upon the terms and conditions contained in the above mentioned deed of partnership.

FORM 964.*Not to Give Credit when Forbidden.*

No partner shall lend any money, or give credit to, or have dealings on behalf of the partnership with any person, partnership or corporation whom the other partners, or partner, shall have forbidden him to trust or deal with; and if he shall act contrary to this provision, he shall repay to the partnership any loss which may have been incurred thereby.

FORM 965.*To make no Contract Exceeding a Certain Amount.*

No partner shall buy, order or contract for any article exceeding the value of _____ dollars, without the previous consent in writing of the other partner or partners; and, in case he does so, the other partner or partners shall have the option to take the goods or articles so ordered or contracted for, on behalf of the partnership, or to leave the same for the separate use of the partner so buying, ordering or contracting, to be paid for out of his own money.

FORM 966.

Hiring Clerks.

No partner shall hire or dismiss, except in case of gross misconduct, any clerk or other person in the employment of the partnership, without the consent of the other partner or partners.

FORM 967.

Not to Indorse or Become a Surety.

And it is further agreed, that during the continuance of their said partnership, neither of the said partners shall indorse any note, or otherwise become surety for any person or persons whomsoever, without the consent of the others of the said partners.

FORM 968.

Nor to do any Act Whereby the Partnership Property may be Attached.

No partner shall do, or wilfully suffer to be done, anything whereby, or by means whereof, the stock in trade, capital or property of the partnership may be attached or taken in execution.

FORM 969.*To Give Information.*

Each partner shall, upon every reasonable request, give to the other partners or partner a true account of all the transactions relating to the business of the partnership and full information of all letters, accounts, writings, and other things which shall come into his hands or to his knowledge concerning the business of the partnership.

FORM 970.*Trade Secrets.*

Neither partner shall, during the continuance of the partnership, nor for _____ years after its determination by any means, without the consent in writing of the other of them, or of his executors or administrators, divulge to any person not a member of the firm any trade secret, method of manufacture, or special information, employed in, or conducive to, the partnership business, and which may have come to his knowledge in the course of, or by reason of, his partnership.

FORM 971.*To Pay His Private Debts.*

Each partner shall punctually pay and discharge his present and future separate debts and engagements, and shall at all times keep indemnified the other partners or partner, and the property of the partnership, against the same, and all actions, proceedings, claims and demands in respect thereof.

FORM 972.*Advances to the Firm.*

Either partner may from time to time, with the consent of the other partner, advance any sum or sums of money to the firm by way of loan; and every such advance shall bear interest at the rate of _____ per cent. per annum from the time of making the advance until repayment thereof, and may be withdrawn at any time on _____ months' notice.

FORM 973.*Not to do Certain Things Without Consent.*

That neither of the said partners shall, in the course of the said business without the consent of the others of them, enter into any contract or engagement, or give credit, or lend any of the partnership moneys, or give any bill, note or security or contract any debt on account of the said partnership, except in the usual and regular course of the business, and for the benefit thereof; or compound, release, discharge or postpone any debt, duty or demand due to the said firm, or become bail or security, or enter into any gaming transaction or time, bargain for the sale or purchase of wheat, corn, or other grain, or of any produce, or of railroad or other shares or bonds; or expose himself to any other risk as such partner as aforesaid.

FORM 974.*Not to Compound Debts.*

No partner shall, without the consent of the other partners or partner, compound, release, or discharge any debt which shall be due or owing to the partnership, without receiving the full amount thereof.

FORM 975.*Partner not to Assign His Share.*

No partner shall, without the previous consent in writing of the other partners or partner, assign his share or interest in the partnership.

FORM 976.*Books of Account.*

Proper books of accounts shall be kept by the said partners, and entries made therein of all such matters, transactions and things as are usually entered in books of account kept by persons engaged in the same or similar business. Such books of account and all letters, papers and documents, belonging to the partnership shall be kept at the counting house or office of the partnership, and each partner shall at all times have free access to examine, copy and take extracts from the same.

FORM 977.*Annual Account.*

On the _____ day of _____ 19____, and on the same day in each subsequent year, a general account shall be taken of the assets and liabilities of the partnership, and of all dealings and transactions of the same during the then preceding year, and of all matters and things usually comprehended in accounts of a like nature; and in taking such account a just valuation should be made of all items requiring valuation. Such account shall be entered in a book

which shall be signed by all the partners, and when so signed shall be binding on them: save that, if any manifest error therein, shall be found and signified by any partner to the other partners within _____ months thereafter, the same shall be rectified.

FORM 978.

Decision of Majority Binding.

In all cases relating to the management of the partnership the decision of a majority in value of the acting partners shall be conclusive upon and bind all the partners.

FORM 979.

Allowance for Goodwill.

On the death or retirement of any partner, no allowance (or an allowance) shall be made to him or his representatives, in respect of the value of the good will of the said business.

FORM 980.

Retiring Partner not to Carry on Business.

In the event of any of the said partners retiring, as aforesaid, he shall not, during the remainder of the terms of the said partnership, carry on, or engage, or be interested, directly or indirectly, in any other business competing or interfering with the business of the said firm.

FORM 981.*Power to Dissolve in Case of Losses.*

If, at any time, owing to losses from any cause whatever, one-fourth of the entire capital of the partnership shall be sunk, or a reasonable apprehension shall be entertained that further capital to the extent of _____ dollars, will be required in order to carry on business of the partnership, a majority in value of the partners may require the partnership to be dissolved and wound up, as if the same had expired by lapse of time.

FORM 982.*Power of Expulsion.*

If either partner shall infringe any of the clauses herein contained, or become insane, or enter into any arrangement or composition for the benefit of his creditors, or shall (without the consent of the other partner) make any assignment, either absolutely or by way of Mortgage, or declaration of trust of his share and interest in the partnership, or any part thereof, the other partner may forthwith determine the partnership by notice in writing, left at the place of business, and may thenceforth continue the business alone, and may advertise notice of the dissolution in the _____ newspaper, and if necessary, sign the name of the infringing partner to such notice of dissolution.

FORM 983.*Power to Determine Partnership by Notice.*

If at any time after the day of
19 , any partner shall be desirous of retiring from the
partnership, he shall be at liberty to give to the other partner
or partners, or to leave for them or him at the place where
the business shall for the time being be carried on, notice in
writing of such his desire, and of his intention to determine
the partnership so far as he is concerned; and the partnership
shall, at the expiration of months after the giving or
leaving of such notice, determine accordingly as regards the
partners giving such notice.

FORM 984.*Winding Up on Dissolution.*

Upon the dissolution of the partnership a full and general account of the assets, liabilities, and transactions of the partnership shall be taken, and the assets and property thereof shall, as soon as practicable, be sold, the debts due the partnership collected, the proceeds applied, first in discharge of the liabilities of the partnership and the expenses of liquidating the same; and next in payment to each partner or his representatives of any unpaid interest or profits belonging to him, and of his share of the capital; and the surplus, if any, shall be divided between the partners or their representatives in the shares in which they contributed the capital of the said partnership; and the partners or their representatives shall execute all such instruments for facilitating the realization and division of the partnership property, and for their mutual indemnity and release as may be requisite or proper.

(CERTIFICATE RESPECTING LIMITED PARTNERSHIPS UNDER 10
EDW. VII. (ONT.), C. 67.

FORM 985.*Certificate.*

We, the undersigned, do hereby certify that we have entered into partnership under the name of (B. D. & Co.) as (Grocers and Commission Merchants) which firm consists of (A.B.) residing usually at , and (C.D.) residing usually at , as General Partners; and (E.F.) residing usually at and (G.H.) residing usually at as Special Partners. The said E.F. having contributed (\$4,000), and the said (G.H.) (\$8,000) to the capital of the partnership.

The principal place of business of the partnership is at

The said partnership is to commence on the
day of 19 , and is to terminate on the
day of 19 .

Dated this day of 19 .

(Signed) A.B.
C.D.
E.F.
G.H.

Signed in the presence of me,
L.M.
Notary Public.

PARTY WALL AGREEMENTS.

FORM 989.

THIS AGREEMENT made this day of
A.D. 19 . Between D. L., of the City of Toronto, merchant,
of the first part, and P. S., of the said City, merchant, of
the second part.

WHEREAS the said D.L. is the owner of the lot and
store known as number 90 in street in the City of
Toronto, and the said P.S. the owner in fee of the lot
known as number 92 in street, aforesaid, immediately
adjoining to and on the southerly side of said lot and store
number 90 on which lot of the said P.S. he is about to erect
a brick store?

AND WHEREAS it has been agreed by and between the
said parties that the said P.S. in erecting his said store shall
make use of the gable-end wall of the said store of the said
D.L. immediately contiguous to and adjoining the said lot of
the said P.S. as a party wall upon the terms, conditions
and considerations hereinafter mentioned the said gable end
wall of the said D.L. so to be used as a party wall standing
and being entirely on the said lot of the said D. L.

NOW THEREFORE THIS AGREEMENT WITNESSETH, that
the said D.L. for and in consideration of the sum of
dollars to him in hand paid by the said P.S. at or before
the sealing and delivery of these presents (the receipt
whereof is hereby acknowledged) doth for himself, his heirs,
executors, administrators and assigns covenant, grant, pro-
mise and agree to and with the said P.S., his heirs, executors,
administrators and assigns for ever; That he the said P.S.,
his heirs and assigns shall and may in erecting and
building the said store upon the said lot of the said
P. S., freely and lawfully, but in a workmanlike manner,
and without any interruption, molestation, or hindrance of,

or from the said D.L., his heirs, or assigns, make use of the said gable end wall of the said store of the said D.L. immediately adjoining or contiguous to the said lot of the said P.S., or such parts, and so much thereof as he the said P.S. his heirs or assigns may choose as a party wall.

AND further that should the said wall, hereby made a party wall, be at any future time or times injured or destroyed either by decay, lapse of time, fire, accident, or other cause whatever so as to require to be either repaired or rebuilt in whole or in part, then, and in every such case the said D.L., and the said P.S., by these presents for themselves and their respective heirs and assigns for ever mutually covenant and agree to and with each other and their respective heirs and assigns for ever that such reparation or rebuilding as the case may be, shall be at the mutual joint and equal expense of them, the said D.L. and P.S., their respective heirs and assigns forever? as to so much and such parts of the said wall as shall be used by the said P.S., his heirs and assigns in erecting and building of the said store, which is now about erecting on his said lot, and as to all coping of the said gable end whether such coping be used by the said P.S., his heirs or assigns in erecting and building the said store or not, and as to the residue of the said wall not used by the said P.S., his heirs or assigns in erecting or building the said store such reparation or rebuilding of such residue of the said wall shall be at the sole and separate expense of the said D.L., his heirs or assigns forever, and that in every case of such reparation or rebuilding should the same be necessary and proper and either party, his heirs or assigns request the other to unite in the same and to contribute to the expense thereof according to the true intent and meaning of this agreement then the other party, his heirs or assigns forever may cause such reparation or rebuilding to be made and done, and charge the other party, his heirs and assigns forever, with the proportion of the expenses, costs and charges thereof, according to the true intent and meaning of this

agreement: and that in every case of such reparation or rebuilding, as the case may be, such repairs shall restore the said wall to the state and condition in which it now is, in all respects as nearly as may be; and that in every case of rebuilding, such wall shall be rebuilt upon the same spot on which it now stands, and be of the same size and the same materials, as far as they may go, and as to the deficiency with others of the same quality and goodness, and in all respects shall be made of the same quality and goodness as the present wall. It being further in like manner mutually understood and agreed by and between the said parties, that this agreement shall be perpetual, and run with the land, and be obligatory upon the heirs and assigns of the said parties respectively, forever, and in all cases and on all occasions, shall be construed as a covenant running with the land; but that this agreement shall not have the effect or operation of conveying to the said P.S., his heirs or assigns, the fee simple of the one moiety or any other part of the ground or land on which the said wall now stands, but only the right to the use and benefit of the said wall as a party wall forever.

In witness, etc.

FORM 990.

Another Form.

This Agreement, made the _____ day of _____, 19____, between A.B., of _____, C.D., of _____, witnesseth:

That whereas the said A.B. is the owner of the lot and shop known as number _____, on the south side of King Street, in the City of Toronto; and the said C.D. is the owner of the lot adjoining the same, on the east side thereof, on which last mentioned lot the said C.D. is about to erect a building:

Now, therefore, the said A.B., in consideration of the sum of _____ dollars, to him in hand paid, the receipt whereof

is hereby acknowledged, doth, for himself, his heirs, executors, administrators and assigns, covenant, grant, promise and agree to and with the said C.D., his heirs, executors, administrators and assigns, that he, the said C.D., his heirs and assigns shall and may, in the erection of the premises about to be built as aforesaid, freely and lawfully, but in a workmanlike manner, make use of the easterly gable-end wall of the said A.B., or so much thereof as the said C.D., his heirs or assigns may desire, as a party wall, to be continued and used as such forever.

And the said A.B. and C.D. do hereby mutually covenant and agree, for and with themselves and their respective heirs and assigns, that if it shall hereafter become necessary to repair or rebuild the whole or any portion of the said party wall, the expense of such repairing or rebuilding shall be borne equally by the said A.B. and C.D., their respective heirs and assigns, as to so much and such portion of the said wall as the said C. D., his heirs and assigns shall or may use for the purposes aforesaid: and that, whenever the said party wall, or any portion thereof shall be rebuilt, it shall be erected on the same spot where it now stands, and be of the same size and the same or similar materials, and of like quality, with the present wall.

And further it is mutually understood and agreed between the aforesaid parties, that this agreement shall be perpetual, and at all times to be construed into a covenant running with the land: and that no part of the fee of the soil upon which the wall of the said A.B., above described, now stands, shall pass to, or be vested in the said C.D., his heirs and assigns, in or by these presents.

In witness, &c.

PATENTS OF INVENTION.

FORM 991.

Petition by a Sole Inventor.

To the Commissioner of Patents, Ottawa:

The Petition of John Smith, of the City of _____, in the Province of _____, Carpenter, sheweth:

That he hath invented new and useful improvements in machines for breaking stones, not known or used by others before his invention thereof, and not being in public use or on sale, with his consent or allowance as such inventor, for more than one year previous to his application, for a patent therefor in Canada.

Your Petitioner, therefore, prays that a patent may be granted to him for the said invention, as set forth in the specification in duplicate relating thereto, and, for the purposes of the Patent Act, your petitioner elects his domicile in the City of Ottawa, Province of Ontario.

John Smith.

Toronto, 1st September, 19 ____.

FORM 992.

Petition by an Inventor and an Assignee.

To the Commissioner of Patents, Ottawa:

The Petition of John Smith, of the City of Toronto, in the Province of Ontario, Carpenter, and David Brown, of the City of New York, in the State of New York, one of the United States of America, painter, sheweth:—

That the said John Smith hath invented new and useful improvements in machines for breaking stones, not known or used by others before his invention thereof, and not being in public use or on sale, with his consent or allowance as such inventor, for more than one year previous to this application, for a patent therefor in Canada.

That by assignment, dated on the 19th, the said John Smith transferred to the said David Brown, an undivided one-half interest in the said invention.

Your Petitioners, therefore, pray that a patent may be granted to them jointly for the said invention as set forth in the specification in duplicate relating thereto, and for the purposes of the Patent Act, your Petitioners elect their domicile in the City of Toronto, Province of Ontario.

John Smith,
David Brown.

Toronto. 1st September, 19th.

FORM 993.

Petition by an Administrator or Executor.

To the Commissioner of Patents, Ottawa:

The Petition of James Clayton, of the City of Kingston, in the Province of Ontario, stone-cutter, administrator of the estate (or executor of the last will and testament) of Thomas Clayton, in his lifetime, of the said City of Kingston, deceased, millwright (as reference to the duly certified copy of letter of administration (or letters testamentary) hereto annexed will more fully appear, sheweth.

That the said Thomas Clayton did invent a new and useful composition of matter for making artificial stone, not known or used by others before his invention thereof, and not being in public use or on sale, with the consent or allowance of the said Thomas Clayton, as such inventor, for more

than one year previous to this application for a patent therefor, in Canada

Your Petitioner, therefore, prays that a patent may be granted to him as administrator (or executor) of the estate of the said Thomas Clayton for the said invention, as set forth in the specification in duplicate relating thereto, and for the purposes of the Patent Act, your Petitioner elects his domicile in the City of Ottawa, Province of Ontario.

James Clayton.

Kingston, 1st September, 19

FORM 994.

Petition for a Re-issue (by the Inventor).

To the Commissioner of Patents, Ottawa:

The Petition of Thomas Brown, of the City of Ottawa, in the Province of Ontario, lumber manufacturer, sheweth:

That your Petitioner obtained a patent bearing date the twelfth day of August, A.D. 19 , for a new and useful improvement in churns.

That your Petitioner is advised that the said patent is deemed defective or inoperative by reason of insufficient description or specification, and that the errors arose . . . inadvertence, accident or mistake, without any fraudulent or deceptive intention.

Your Petitioner being desirous of obtaining a new patent in accordance with an amended description and specification in duplicate, therefore, prays that he may be allowed to surrender the aforesaid patent, and a new patent be granted to him, in accordance with the amended description and specification of the said invention, for the unexpired period for which the original patent was granted.

Thomas Brown.

Ottawa, 1st September, 19

FORM 995.*Surrender to be Written on Original Patent.*

To all to whom these presents shall come, Thomas Brown, of the City of Ottawa, in the Province of Ontario, lumber manufacturer, within named, sends greeting:—

Whereas the within written patent, for an improvement in churns, is deemed defective or inoperative by reason of insufficient description or specification, and the error arose from inadvertence, accident or mistake, without any fraudulent or deceptive intention, and the Commissioner of Patents accordingly in pursuance of the Statute in such respect, hath agreed to accept the surrender of the same:

Now know ye, that the said Thomas Brown, within named, doth by these presents, surrender and yield up the within written patent, granted to him for improvements in churns, and bearing date the 8th day of June 19 .

In witness whereof the said Thomas Brown hath set his hand and affixed his seal this first day of September, A.D. 19 .

Thomas Brown, (L. S.).

Signed, sealed and delivered at the City of Ottawa, in the County of Carleton, in the Province of Ontario, in the presence of

Henry Cockburn.

FORM 996.*Power of Attorney.*

To the Commissioner of Patents, Ottawa:

The undersigned, John Brown, of the Town of Cornwall, in the County of Stormont, in the Province of Ontario, store-keeper, hereby appoints John Smith, of the City of Ottawa, Province of Ontario, his attorney with full po

PATENT.

1025

of substitution and revocation, to prosecute an application for new and useful improvements in sewing machines; to sign the drawings, to receive the patent, and to transact all business in the Patent Office connected therewith.

Signed at Cornwall, this first day of September, 19

In the presence of
John Smith.

John Brown.

FORM 997.

Revocation of Power of Attorney.

To the Commissioner of Patents, Ottawa:

The undersigned John Brown, of the Town of Cornwall, in the County of Stormont, in the Province of Ontario, storekeeper, having on or about the 1st September, 19 , appointed John Smith, of the City of Ottawa, Province of Ontario, his attorney, to prosecute an application for a patent for a new and useful improvement on sewing machines, hereby revokes the power of attorney then given.

Signed at Cornwall, this thirtieth day of September, 19

In the presence of
John Smith.

John Brown.

FORM 998.

Specification for an Act of Process.

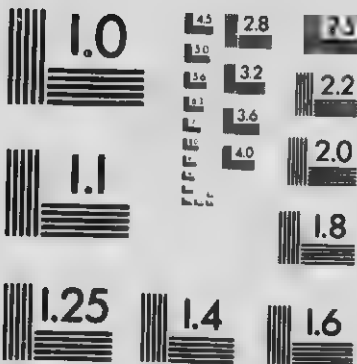
To all whom it may concern:

Be it known that we, Marion Ellsworth, of Chicago, County of Cook, and State of Illinois, gentleman, and Joseph Richard Shaw, of Indiana, gentleman, have jointly invented a new and useful improvement in the art or process of separ-



MICROCOPY RESOLUTION TEST CHART

(ANSI and ISO TEST CHART No. 2)



APPLIED IMAGE, Inc

1653 East Main Street
Rochester, New York 14609 USA
(716) 482-0300 - Phone
(716) 285-5989 - Fax

ating smut and other impurities from wheat, and we do hereby declare that the following is a full, clear and exact description of the same.

Take of lime, newly slaked, and while yet warm, one and a half pounds to each one hundred pounds of wheat. Mix the lime well with the wheat, let it stand one hour, then pass it through a smut mill in the usual way, and it will be found that all the lime, smut, dirt and other impurities of every kind attached to the wheat, and which no smut mill without our liming process will fully separate, will be entirely removed, and the flour will be as white and as sweet as though made from the best of wheat.

We are aware that lime has before been used for the purpose of cleaning wheat, being first mixed with the grain as above proposed and the whole being then passed through smut mill; but in all previous processes, so far as we are aware the lime has been used in a cold state, and for this reason such processes prove ineffectual. We propose to take lime newly slaked, and while yet warm.

What we claim as our invention, and desire to secure by patent, is: the process of cleaning wheat by mixing with lime newly slaked and warm before passing it through smut mill, so as to cleanse the wheat from all impurities substantially as described.

Chicago, 1st September, 19 .

Signed in the presence of
Maurice Jones,
Henry Elias.

} Marion Ellsworth,
Joseph R. Shaw.

FORM 999.*Assignment of an Entire Interest (or an Undivided One-half Interest) in an Invention before the Issue of Patent.*

In consideration of the sum of ten dollars to me paid by Solomon Lang, of the City of Montreal, I do hereby sell and assign to the said Solomon Lang all (or an undivided half of all) my right, title and interest in and to my invention for new and useful improvements in planing machines, as fully set forth and described in the specification which I have signed preparatory to obtaining a patent. And I do hereby authorize and request the Commissioner of Patents, to issue the said Patent to the said Solomon Lang (or jointly to myself and the said Solomon Lang), in accordance with this assignment.

Witness my hand and seal this first day of September, 19 , at the City of Montreal.

Thomas Lord. (L. S.).

FORM 1000.*Assignment of an Entire Interest in a Patent.*

In consideration of five hundred dollars, to me paid by Nathan Wilcox, of Keokuk, Iowa, I do hereby sell and assign to the said Nathan Wilcox, all my right, title and interest in and to the patent of Canada No. 23,460, for an improvement in locomotive head-lights, granted to me, July 30th, 19 , the same to be held by and enjoyed by the said Nathan Wilcox to the full end of the term for which said patent is granted, as fully and entirely as the same could have been held and enjoyed by me if this assignment and sale had not been made.

Witness my hand and seal this first day of September, 19 , at Keokuk, Iowa.

Horace Kimball. (L. S.).

FORM 1001.

Disclaimer (To be in duplicate).

I, William Lookup, of the City of Hull, in the County of Ottawa, Province of Quebec, having on the 1st September, 19 , obtained a patent for the Dominion of Canada, for new and useful improvements in waggon brakes.

And through mistake, accident or inadvertence, without any wilful intent to defraud or mislead the public, I have made the claim in my specification too broad (*or as being the inventor of a material or substantial part of the invention patented of which I was not the inventor, and to which I had no legal right*).

I, therefore, hereby disclaim the part of the claim in the specifications, which is in the following words:

"I also claim the use of the lever A, in combination with crank D, as described."

William Lookup.

Hull, 30th September, 19 .

Signed in duplicate in the
presence of

} David Brown.
Francis Lemieux.

PLEDGES AND COLLATERAL SECURITIES.

FORM 1002.

Collateral Note Pledging Stock with Power of Sale.

Toronto, , 19 .
Six months after date, for value received, I promise to pay
to , or order, dollars, and interest at the
rate of per cent. per annum for such further time as
said principal sum or any part shall remain unpaid, I hav-
ing deposited with this obligation, as collateral security,
 shares of the capital stock of the
Co., with authority to sell the same, without notice, either at
public or private sale, or otherwise, at the option of the
holder, or the holders hereof, on the non-performance of
this promise, he or they giving me credit for any balance
of the net proceeds of such sale remaining after paying all
sums due from me to the said holder or holders, or to his
or their order. And it is further agreed that the holder
or holders hereof may purchase at said sale.

FORM 1003.

Promissory Note With Collateral Security.

Toronto, , 19 .
On the day of , without grace, or
notice, I promise to pay to , or order,
dollars, for value received. And as collateral security for
the punctual payment of the same I have deposited in his
hands sundry securities as specified in the annexed
power, authorizing a sale of the same in case of my failure
to pay this note.

The following is a list of the securities pledged by me to the said _____, to secure the punctual payment of my note for _____ dollars, due the _____ day of next, viz., etc.

And I do hereby authorize the said _____, or the holder of my said note, in case of my failure to pay said note at maturity, thereupon to sell the said securities at the brokers' board, for the best price that can be obtained for the same, without notice to me, and to apply so much of the proceeds thereof as may be necessary to pay said note and the expenses incurred by said procedure.

Witness my hand this _____ day of _____ 19 .

FORM 1004.

Pledge of Shares of Stock.

Toronto, _____ 19 .

To, _____ :
Having borrowed from you the sum of _____ dollars which is to be paid to you on the _____ day of next, and which sum is secured by my promissory note in your favour for that amount, bearing even date herewith, I have, for further securing the repayment of such sum, transferred _____ shares of the _____ Co., in your name in the books of the said Company, to be held by you on the following terms, viz:—

1. All dividends which may be declared upon the shares are to be received by you and paid to me.
2. All new shares created in respect of the above shares are to be held by you as the original shares, the calls or assessments thereon to be paid by me.
3. On the _____ day of _____ 19 , upon being repaid the amount advanced as above, with interest thereon at the rate of _____ per cent. per annum, the said shares and all newly created shares (if any) are to be transferred to me.

4. If I shall make default in repayment of the said advanced sum on the day of 19 , or in payment of the said calls as they become due, you may, at any time afterwards, on giving me days' notice of your intention so to do, and without being liable for any diminution in prices which may have taken place in the meantime, and without any further consent by me, sell the said shares, and any such new shares as aforesaid, at such price or prices, and in such manner in all respects, as you shall think proper, and may retain out of the proceeds the amount then due to you, with interest thereon after the rate aforesaid, and all costs attending the said sale, and may demand and claim of me any balance that may remain unpaid by the means aforesaid.

(Signature of Pledgor).

I, the undersigned (*Pledgee*), agree to hold the said shares upon the terms and conditions before mentioned.

(Signature of Pledgee).

FORM 1005.

Memorandum of a Pledge of Articles as Security for a Loan.

To of :

I hereby deposit with you the articles specified in the annexed schedule as security for the payment to you of my note of this date, for the sum of dollars, payable in months, with interest thereon at the rate of per cent. per annum, and I hereby authorize you in the event of the non-payment of said note at maturity to sell the same at public or private sale, at such time as you may think proper, without giving notice to me of the time or place of sale; and out of the proceeds thereof, after paying all expenses attending such sale, to retain the amount of said note, both the principal and interest thereof, paying the residue, if any, to me.

Dated this day of , 19 .

FORM 1006.*Receipt for Collaterals.*

Received of _____ of _____ a certificate for
 shares of the capital stock of the _____ railroad company
 and a bond of said railroad company for _____ dollars
 dated the _____ day of _____ 19____, payable to bearer
 _____ years after date, as collateral security, for the prompt
 payment at maturity of his promissory note for _____
 dollars, dated the _____ day of _____ 19____, and
 payable _____ months after the date thereof, said securities
 to be returned to him in case said note be then paid.

In case of non-payment of said note at maturity, I am
 at liberty, and am hereby authorized by him to sell the securi-
 ties, or such portion as may be necessary, either at public
 or private sale, or at the broker's board without notice, and
 apply proceeds to the payment of said note and expenses.

FORM 1007.*Hypothecation Agreement with a Trust Company.*

To _____ :
 The _____ Trust Company, Limited.
 (Head Office, Toronto, Canada).
 _____ Toronto, _____, 19____.

\$ _____ after date, without days of grace, the under-
 signed for value received promise to pay to The
 Trust Company, Limited, hereinafter called the "Trust Com-
 pany," or order, at the office of the Trust Company in the
 City of Toronto _____ dollars, with interest as well
 after as before maturity, and both before and after default,
 at the rate of _____ per centum per annum, payable quart-
 erly on the first days of January, April, July and October,
 the under-signed having deposited with the Trust Company

as collateral security for the payment of this or any other liabilities of the undersigned to the Trust Company due or to become due, or which may hereafter be contracted or existing, including as well promissory notes, bills of exchange and other evidence of indebtedness made, endorsed or accepted by the undersigned and acquired, purchased or owned by the Trust Company, the following property, viz: -

.....
.....
It is agreed that in case of default shall at any time be made in payment of the said interest, compound interest shall be paid by the undersigned at the rate above mentioned on the sum in arrear, and in case the interest and compound interest are not paid in three months from the time of default a rest shall be made and compound interest at the said rate shall be payable on the whole amount then due, and so on from time to time, and all such interest and compound interest shall be a charge on the said property in the same manner and to the same extent as all other moneys hereby secured.

It is agreed that the undersigned shall deposit with the Trust Company such additional collateral security as the Trust Company may from time to time demand, and a lien is hereby given to the Trust Company by the undersigned for the amount of all the said liabilities upon all the property of the undersigned now or at any time coming into the possession of the Trust Company and upon any balance of the undersigned's deposit or investment account with the Trust Company.

On the non-performance of any of the foregoing agreements respecting the furnishing of additional collateral security, or upon the non-payment of any of the above-mentioned liabilities, then and in either such case the Trust Company is hereby authorized to sell, assign and deliver the said property or any part thereof or any substitutions therefor or additions thereto or any of said property, at such time or times

and in such several parts or parcels as the Trust Company or any of its officers may decide, and to sell the whole or any of said parts or parcels either at any broker's board, or at public or private sale, either for cash, upon credit or for future delivery, and at the option of the Trust Company or any of its officers, without advertisement or notice, both of which are hereby expressly waived. Upon the non-payment of any of the liabilities on the part of the undersigned mentioned in this agreement, or upon the non-fulfillment of any of the conditions or obligations of this agreement, then the whole or any designated part of the liabilities of the undersigned to the Trust Company shall mature and be deemed to have matured at the option or election of the Trust Company signified by presentation thereof for payment. In case of any sale by the Trust Company of any of the said property, or credit or for future delivery, the property sold shall be retained by the Trust Company until the selling price is paid by the purchaser, but the Trust Company shall incur no liability in case of failure of the purchaser to take up and pay for the property so sold. In case of any such failure the property may be again sold. At any sale hereunder the Trust Company may itself purchase the whole or any part of the property sold, free from all right of redemption on the part of the undersigned, which is hereby waived and released. In the case of any sale the Trust Company may first deduct all the expenses for collection, sale and delivery of the property so sold, and any other expenses incurred by the Trust Company in connection with such sale; and may then apply the residue to anyone, or more, or all, of the said liabilities, whether due or not due, returning the overplus, if any, to the undersigned, who shall remain liable to the Trust Company for any deficiency arising upon any such sale. The Trust Company is hereby further authorized by the undersigned, at its option at any time, to appropriate and apply to the payment of any of said liabilities, whether now existing or hereafter contracted, any and all moneys now or hereafter in the

hands of the Trust Company, for investment or on deposit or otherwise, to the credit of or belonging to the undersigned, whether the said liabilities are then due or not due. It is further agreed by the undersigned that, upon any transfer of this agreement, the Trust Company may deliver the property held as security, or any part thereof, to the transferee, who shall thereupon become vested with all the powers and rights above given to the Trust Company, and the Trust Company shall thereafter be forever relieved and fully discharged from any liability or responsibility in the matter.

And it is further agreed that should the Trust Company allow the undersigned to substitute for the above other collateral security, such substituted security shall be held by the Trust Company, subject to the same terms and conditions, and with power and authority to dispose of any, apply the same in the same manner as the Trust Company could have done with the original security.

In case any security or substituted security transferred to or lodged with the Trust Company is in the form of a certificate for shares or stock, with a blank transfer and power of attorney in blank to transfer the shares or stock on the books of the Company endorsed thereon or attached thereto, the Trust Company is hereby authorized, through any of its officers or employees, to fill in all blanks in such transfers and powers of attorney, with such names and in such manner as may be thought best by the Trust Company, and to seal and deliver the same after such blanks have been filled in.

The said property and documents and securities hereinbefore mentioned including any renewals thereof and substitutions therefor, and any portions of the same and the proceeds thereof shall form in the hands of the Trust Company a general and continuing collateral security for the payment of all present and future indebtedness and advances now or hereafter incurred by the undersigned to the Trust Company, and for any ultimate unpaid balance in respect thereof.

The proceeds of the disposition of any of the said property or securities mentioned may be appropriated if and when the Trust Company thinks fit, on account of such parts of the said indebtedness and liability as to the Trust Company seems best. The Trust Company without notice to the undersigned may grant extensions, give up the said securities and take other securities in lieu thereof, accept compositions, grant releases and discharges and otherwise deal with such property and securities, with the undersigned and with other parties, as to the Trust Company may seem fit, without prejudice to the liability of the undersigned. The claims of the undersigned against any party liable or who may become liable upon the said property or securities or any such taken in substitution therefor are hereby assigned to the Trust Company.

The Trust Company is hereby by the undersigned constituted and appointed the true and lawful attorney of the undersigned, irrevocable in the name and on behalf of the undersigned from time to time to endorse, assign and transfer to the Trust Company any of the above-mentioned property or securities, renewals and substitutions, which may require endorsement, assignment or transfer, in order that the full title to the same may be vested in the Trust Company, with full power to the Trust Company to substitute and appoint from time to time one or more attorneys under the Trust Company, with the same or more limited powers, and such substitute or substitutes at pleasure to remove, and another or others to appoint.

The Trust Company shall not be bound in any circumstances to realize upon any collateral or to allow any collateral to be sold, and shall not be responsible for any loss occasioned by any sale of any collateral or by the retention of or refusal to sell the same, nor shall the Trust Company be obliged to collect or see to the payment of interest or dividends thereon, but all such interest and dividends, if and when received by the undersigned, shall be forthwith paid to the Trust Company.

At the request of the Trust Company the undersigned shall at the undersigned's own expense execute all such transfers and documents as may be reasonably required with all such powers of sale and other necessary powers sufficient to vest in the Trust Company or such officer or person as it may appoint all and every such collaterals.

All costs and expenses incurred by the Trust Company with reference to the said collaterals or relating to the realization thereof shall be added to the indebtedness and form a first charge upon the moneys received by the Trust Company.

All collaterals received by the Trust Company in substitution for collaterals deposited originally in whole or in part shall be held by the Trust Company subject to the same terms and conditions and with the same rights, powers and authorities as are herein declared and conferred.

The receipt of any Clerk or other person producing a cheque of the undersigned by way of payment of any advance in whole or in part shall be sufficient authority to the Trust Company for the delivery to such Clerk or person of such collaterals as the Trust Company may see fit to relinquish.

Witness:

RELEASES.

FORM 1008.

General Release of all Demands.

This Indenture, made the _____ day of _____ A.D. 19 ____

Between _____ of the first part; and
_____ of the second part.

Whereas, there have been divers accounts, dealings and transactions between the said parties hereto respectively, all of which have now been finally adjusted, settled and disposed of, and the said parties hereto have respectively agreed to give each other the mutual releases and discharges hereinafter contained in manner hereinafter expressed.

Now, therefore these Presents witness, that in consideration of the premises and of the sum of one dollar of lawful money of Canada to each of them, the said parties hereto respectively paid by the other of them at or before the sealing and delivery hereof (the receipt whereof is hereby acknowledged), each of them the said parties hereto respectively, doth hereby for himself and herself respectively, his and her respective heirs, executors, administrators, and assigns, remise, release and forever acquit and discharge the other of them, his and her heirs, executors, administrators and assigns, and all his, her and their lands and tenements, goods, chattels, estate and effects respectively whatsoever and wheresoever of and from all debts, sum and sums of money, accounts, reckonings, actions, suits, cause and causes of action and suit, claims and demands whatsoever, either at law or in equity, or otherwise, howsoever, which either of the said parties now have, or has, or ever had, or might or could have

RELEASES.

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against the other of them, on any account whatsoever, of and concerning any matter, cause or thing whatsoever between them, the said parties hereto respectively, unto and including the day of the date of these presents.

In witness, etc.

Signed, sealed, etc.

FORM 1009.

General Release (by Deed Poll).

Know all men by these Presents, that _____ for and
in consideration of the sum of _____ to _____ in
hand paid by _____ have remised, released and for-
ever discharged, and by these presents do for _____ heirs,
executors, administrators and assigns, remise, release and
forever discharge the said _____ heirs, executors and
administrators, of and from all and all manner of action
and actions, cause and causes of action, suits, debts, dues, sums
of money, claims and demands whatsoever at law or in
equity which _____ ever had or now have, or which
or _____ heirs, executors, administrators, or as-
signs hereafter can, shall or may have by reason of any mat-
ter, cause or thing whatsoever, from the beginning of the
world, to the date of these presents.

In witness whereof _____ have hereunto set
hand and seal this _____ day of _____ A.D. 19 _____

Signed, sealed, etc.

FORM 1010.*General Release.**(Another Form).*

The undersigned for himself, his heirs, executors, administrators and assigns, hereby acknowledges to have received the following good and valuable consideration, namely:

The same being in full satisfaction and discharge of all accounts, claims, demands, actions or suits at law or in equity and obligations of every kind, sort and description whatsoever which have existed or do now exist in him or any other person or persons through him, against A. B., of, etc., C. D., of, etc. and E. F., of etc., or any of them and the said undersigned remises, releases and forever discharges them and each of them of and from all such and all liability of every kind, nature and description without reservation whatsoever heretofore at any time incurred, and up to the date of these presents.

In witness whereof the undersigned hath hereunto set his hand and seal this _____ day of _____, 19 ____.

Signed, sealed and delivered)
in the presence of)

FORM 1011.*Release to a Guardian.*

Know all men, etc., that A. B., etc., son and heir of B. B. deceased, hath remised, released and forever quit claimed, and by these presents doth remise, etc., unto C. D., of his guardian, all and all manner of action and actions, suits, reckonings, accounts, debts due, and demands whatsoever which he, the said A. B., ever had, now hath, or which

his executors and administrators, at any time hereafter can or may have, claim or demand against the said C. D., his executors or administrators, for touching and concerning the management or disposition of any of the lands, tenements and hereditaments of the said A. B., situate, etc., or any part thereof, or for or by reason of any moneys, rents or profits by him received out of the same, or any payments made thereout, during the minority of the said A. B., or by reason of any matter, cause or thing whatsoever relating thereto, from the beginning of the world to the day of the date hereof.

In witness, etc., this

day of

A.D. 19

Signed, sealed, etc.

FORM 1012.

Release to Executors on Payment of Legacy.

Know all men by these Presents, that

and

, his wife, late

, of

one of the daughters and legatees named in the will of , late of , deceased, do hereby acknowledge that they have this day had and received of and from

and , executors of the last will and testament of the said deceased, the sum of , in

full satisfaction and payment of all such sum or sums of money, legacies and bequests as are given and bequeathed to the said by the last will and testament aforesaid, and all interest accrued therefrom.

And, therefore, the said and his wife, do by these presents, remise, release, quit-claim and forever discharge the said and their heirs, executors and administrators, of the said legacy or legacies, and of and from all actions, suits, payments, accounts, reck-

onings, claims and demands whatsoever, for or by reason thereof or of any other acts, matters cause or thing whatsoever from the beginning of the world to the day of the date of these presents.

In witness, etc., this day of A.D. 19

Signed, sealed, etc.

FORM 1013.

Release from Legatee on Coming of Age.

Know all men by these Presents, that whereas A. B., of
made his last will and testament 'n writing, bearing
date and among other legacies therein contained,
did give and bequeath unto me, C. D. of his son,
the annual sum of to be paid to me quarterly, until
I should attain the age of twenty-one years; and of his will
constituted E. F. and G. H. joint executors, as in and by the
said will may appear; and whereas, the said E. F. and G.
H. did jointly accept the said executorship and trust, and
I, the said C. D., have attained my said age of twenty-one
years; and whereas the said E. F. and G. H. have made up
an account with me the said C. D., of all moneys received
and paid by the said E. F. and G. H., and all transactions
in pursuance of the said executorship and trust, and have
not only paid me the said C. D., the balance of such account-
but also delivered unto me all the writings any papers be-
longing to the estate of the said deceased A. B. Now know
ye, that I the said C. D. being fully satisfied in the pre-
mises, have remised, released and forever quit-claimed, and
by these presents do remise, release and forever quit-claim,
unto the said E. F. and G. H., and each of them, their
and each of their executors and administrators, all reckon-
ings and accounts, sum and sums of money by them had

In witness, etc., this day of A.D. 19 .
Signed, sealed, etc.

Release of a Trust.

Whereas, by Indenture, bearing date _____, made

In witness, etc., this day of A.D. 19 .
Signed, sealed, etc.

FORM 1015.*Release of a Proviso or Condition.*

Know all men, etc., that I, A. B., of _____, for
 divers good considerations, me hereunto moving, have re-
 mised, released, and quit-claimed, and by these presents, for
 me, my executors, administrators and assigns, do, etc., unto
 _____, his heirs, executors, administra-
 tors and assigns, as well a certain proviso or condition, and
 all and every the sum and sums of money specified in the
 same proviso or condition, contained or comprized in an In-
 denture of, etc., bearing date, etc., made between me, the
 said A. B., of the one part, and the said _____, of
 the other part, and also all and all manner of actions and
 suits, cause and causes of action and suits, for or concern-
 ing the said proviso or condition.

In witness, etc., this _____ day of _____

A.D. 19 ____

Signed, sealed, etc.

FORM 1016.*Release of Equity of Redemption.*

This Indenture, made (in duplicate) the
 day of _____, A.D. 19 ____ in pursuance of the Short
 Forms of Conveyances Act: Between _____ day of _____

Whereas by an Indenture dated the _____ day of _____
 _____, one thousand nine hundred and _____
 did grant, and mortgage unto _____ the lands here-
 inafter described, for securing payment of the sum of _____
 and interest, as therein mentioned.

Now this Indenture witnesseth, that the said part
 the first part, in consideration of the sum of _____
 lawful money of Canada, to _____, well and truly paid

by the part of the second part (the receipt whereof is hereby acknowledged), do grant, release and confirm unto the said part of the second part, heirs and assigns, all And also all estate, right, title, interest and equity of redemption of and in the said lands which said part of the first part now has or may hereafter claim, either at law or in equity, of, in, to or out of the said lands.

To have and to hold unto the said part of the second part, heirs and assigns, to and for and their sole and only use for ever: subject, nevertheless, to the reservations, limitations, provisoes and conditions expressed in the original grant thereof from the Crown.

The said part of the first part covenant with the said part of the second part that he ha the right to grant and release the equity of redemption of the lands before described. And that the said part of the first part ha done no act to encumber the said lands: And that the said part of the second part shall have quiet possession of the said lands: And that the said part of the first part will execute such further assurances of the said lands as may be requisite.

In witness whereof, etc.

Signed, sealed, etc.

FORM 1017.

Release of Dower (by Widow).

This Indenture, made (in duplicate) the day of , A.D. 19 , Between

Whereas, , of the of in the county of , in the province of by an Indenture dated the day of ,

And whereas the said _____ departed this life on the _____ day of _____, one thousand nine hundred and _____, leaving his wife the party of the first part him surviving.

And whereas the said party of the first part, the wife of the said _____ did not join in the execution of the said Indenture, and at the request of the said party of the second part she hath agreed to execute these presents for the purpose of releasing her dower in the said lands and premises hereinbefore described.

Now this Indenture witnesseth that the said party of the first part in consideration of the premises and of the sum of _____ dollars of lawful money of Canada to her in hand well and truly paid by the said party of the second part, the receipt whereof is hereby acknowledged, doth grant, release and quit claim unto the said party of the second part, heirs and assigns, all dower and all right and title thereto which she the said party of the first part now hath in the said land before mentioned, or can or may or could or might hereafter in anywise have or claim whether at common law or otherwise howsoever in to or out of the lands and premises before mentioned and described.

To have and to hold the same unto the said party of the
second part, heirs and assigns for ever.

In witness whereof, etc.

Signed, sealed, etc.

FORM 1018.

Release of Dower (by Wife).

This Indenture, made (in duplicate) the _____ day
of _____, A.D. 19____. Between

Whereas, the said party of the second part, the now present husband of the said party of the first part, by an Indenture dated the _____ day of _____, one thousand nine hundred and _____, for the consideration therein fully set forth did grant and convey to _____, heirs and assigns; that certain piece or parcel of land, being

And whereas the said party of the first part did not join in the execution of the said Indenture for the purpose of barring her dower in the land thereby conveyed, and she hath at the request of the said party of the third part agreed to execute these presents by and with the full consent of the said party of the second part testified by his execution hereof.

Now this Indenture witnesseth, that the said party of the first part, in consideration of the premises and of the sum of _____ of lawful money of Canada, to her in hand well and truly paid by the said party of the third part, the receipt whereof is hereby acknowledged, doth (with the approbation and consent of the said party of the second part) grant and release unto the said party of the third part, _____ heirs and assigns, all dower and all right and title thereto which she, the said party of the first part, now hath, or in the event of her surviving her said husband, the said party hereto of the second part may have in the said lands before mentioned, or can or may or could or might hereafter in anywise have or claim, whether at common law or otherwise howsoever in, to, or out of the lands before mentioned.

To have and to hold unto the said party of the third part, _____ heirs and assigns forever.

In witness whereof, etc.

Signed, sealed, etc.

FORM 1019.

Release from One Joint Tenant to Another.

This Indenture, made the _____ day of _____,
A.D. 19 ____.

Between D. J., of _____, widow of W. J., late of _____,
_____, and sister of S. C., of _____, of the one
part, and the said S. C., of _____, of the other part.

Whereas the said D. J. and S. C. are and stand jointly
seized to them and their heirs, of and in all those messuages,
etc., situate in the township of _____ in the county
of _____ (here insert an accurate description).

Now this Indenture witnesseth, that for and in consid-
eration of the sum of _____ by the said S. C. to the
said D. J., in hand paid at or before the sealing and delivery
hereof (the receipt whereof is hereby acknowledged), she,
the said D. J., hath granted, released and confirmed, and by
these presents doth grant, release and confirm unto the said
S. C. and his heirs all and singular the above mentioned mes-
suages, farms, lands, tenements, hereditaments and premises
hereinbefore mentioned, to the joint estate of them the said
D. J. and S. C., with their and every of their appurten-
ances, and all ways, etc. To have and to hold the said mes-
suages, farms, lands and premises, with their appurtenances
to the said S. C. and his heirs, to the only proper use and
behooof of the said S. C., his heirs and assigns for ever.
(add covenants by D. J., that she is lawfully seized of one
moiety of the premises in joint tenancy with the said S. C.,
that she hath good right to grant, for quiet enjoyment, free
from incumbrances, and for further assurance).

Witness, etc.

Signed, sealed, etc.

FORM 1020.

Mutual Release of Debts and Causes of Action.

Indenture made the _____ day of _____, 19____, between _____ of _____, of the one part, and _____, of _____, of the other part.

Whereas, there have been divers dealings and transactions between the said _____ and _____, with reference to their business and otherwise, and disputes and differences have arisen between them; and whereas, the said _____ and _____, have agreed to settle all the said disputes and differences by the payment of a sum of _____ dollars by the said _____ to the said _____ and by the execution of mutual releases in manner hereafter appearing:

Now this Indenture witnesseth, that in pursuance of the said agreement, and in consideration of the sum of _____ dollars, upon the execution hereof paid by the said _____ to the said _____ (the receipt whereof the said _____ doth hereby acknowledge) and of the premises, each of them, the said _____ and _____ doth hereby release the other, his heirs, executors, administrators, estates and effects, from all sums of money, accounts, actions, claims and demands up to the date and execution of these presents.

In witness, etc.

FORM 1021.

Mutual Release Between Partners.

To all to whom these presents shall come: A. B., of _____, C. D., of _____, and E. _____, send greeting:—

Whereas, dealings and transactions have taken place between us, the said A. B., C. D., and E. F., as partners trading under the name, style and firm of _____, all of which are now wound up and finally settled and adjusted.

Now, therefore, know ye, that each of us, the said A. B., C. D. and E. F., doth by these presents, for himself, his heirs, executors and administrators, acquit, release, exonerate and forever discharge the others of them these and each of their heirs, executors, and administrators, from all sum and sums of money, accounts, reckonings, actions, suits, claims and demands for or on account of any matter, cause or thing whatsoever, up to and inclusive of the day of the date hereof.

In witness, etc.

FORM 1022.

Release to be Executed by Party to an Arbitration when Required by the Award.

Know all men by these presents: That I, A. B., of the _____ of _____, for and in consideration of the sum of one dollar to me in hand paid by C. D., of _____ and in pursuance of an award made by _____ and _____ arbitrators, between us, the said A. B. and C. D., and bearing date the _____ day of _____ 19____, do hereby release and forever discharge the said C. D., his heirs, executors and administrators of and from all actions, cause and causes of action, suits, controversies, claims, and demands whatsoever, for or by reason of any matter, cause or thing from the beginning of the world down to the day of _____ 19____.

In witness whereof, etc.

FORM 1023.

*Release to a Debtor who has Compounded with his Creditors,
and Paid the Full Amount of Composition.*

To all to whom these presents shall come, we, whose names and seals are hereunto subscribed and affixed, the respective creditors of _____, send greeting:

1. Whereas by Indenture bearing date on or about the _____ day of _____ last, and made between the said debtor of the one part, and us, the several creditors, parties hereto, of the other part, after reciting that the said debtor was indebted to us, the said creditors, in the several sums set opposite to our respective names subscribed to the said recited Indenture, and being unable to satisfy the same in full, but desirous to liquidate the same as far as he was able, he had proposed to pay us, his said creditors, within the space of _____ months from the day of the date thereof, the sum of _____ cents in the dollar, which composition, we, the said creditors, had consented to accept in full satisfaction of our respective debts, it is witnessed that, in pursuance of the said agreement, the said debtor, did thereby covenant with us the said several creditors, that he, the said debtor, would, within the space of _____ months from the date thereof, pay unto us the said several creditors, the sum of _____ cents on the dollar upon the amount of our said respective debts.

2. And whereas we, the said several creditors, have respectively received the full amount of said composition on the several sums of money set opposite to our respective names at the foot of the said recited Indenture, and also at the foot of these presents.

3. Now, therefore, know ye, that for the considerations before mentioned, we, the said several creditors, parties hereto do and each and every of us who have hereunto set our hands and seals doth, by these presents, remise, release,

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exonerate and forever discharge the said debtor, his heirs, executors and administrators, and his and their lands and tenements, goods and chattels, of, from and against all debts, claims and demands whatsoever, which we now have, ever had, or could claim or demand, from or against the said debtor, and also from and against all and all manner of action or actions, suit or suits, cause or causes of action or suit, which we now have, ever had, or can or may have, against the said debtor, his heirs, executors, or administrators, for or in respect of our said debts, or any cause, matter or thing relating thereto.

In witness, etc.

FORM 1024.

Release of a Right of Way by Endorsement on the Deed of Grant Thereof.

This Indenture, made the _____ day of _____, 19____, between the within named grantee, _____ of _____, of the one part, and the within named grantor _____, of the other part, witnesseth that in consideration of _____ dollars now paid by the said grantor to the said grantee (the receipt whereof is hereby acknowledged) the said grantee hereby releases and conveys unto the said grantor and his heirs all that road or way, a right of way into, upon, through or over the premises within described granted to him the said grantee by the within written indenture, to the intent that the said grantor and his heirs shall and may at all times hereafter hold and enjoy the said premises with their appurtenances free from the said right of way, and all other easements, interruptions, claims and demands whatsoever of or by the said grantee, his heirs or assigns.

In witness, etc.

SETTLEMENTS.

FORM 1025.

Settlement of Personal Property.

This Indenture, made the _____ day of _____, A.D. 19____, Between _____ of _____, bachelor, of the first part, _____ of _____, spinster, of the second part, and _____ of _____ and _____ of the third part, in consideration of an intended marriage between the said _____ and _____ witeseth as follows:

1. The said _____ and _____ shall hold \$ _____ transferred into their names by the said _____ and the lease of _____ at _____ in the county of _____ assigned to them by the said _____, by an indenture of even date herewith, upon trust that they and the survivor of them, his executors and administrators, or their or his assigns, after the said marriage, and during the joint lives of the said parties, shall pay the income of the trust premises to the said _____ for her sole and separate use (and so that no anticipation thereof shall be valid), and after the death of either of them, to the survivor during his or her life.

2. Subject to the foregoing trusts, the premises shall be held upon trust for such children or child of the marriage, and in such manner as the said parties shall by deed appoint: and so far as there shall be no such appointment, then as the survivor shall by deed, will or codicil appoint: and so far as the same shall be unappointed in trust for the children of the marriage equally, or child, if but one, who shall attain twenty-one, or being a daughter, or daughters, shall marry, but so that no child shall take an unappointed share without bringing his or her appointed share into account.

3. And, on failure of the foregoing trusts, upon trust
for the said _____, his executors and administrators.

In witness, etc.

Signed, sealed, etc. _____

FORM 1026.

*Settlement of Wife's Personal Estate in Contemplation of
Marriage.*

This Indenture of three parts, made this
day of _____, A.D. 19____, by and between A. B., of
Esquire, of the second part, C. D., of _____,
gentleman, of the third part, witnesseth:

That, whereas a marriage is intended to be had and solemnized between the said parties of the first and third parts, and the said A. B. is possessed of certain personal estate, to wit, the sum of _____ which is now deposited with the

Company in the City of Toronto, forty shares of the capital stock of the _____ bank in eleven shares in the capital stock of the _____ bank in all which the said A. B., with the consent of the said party of the third part, is minded and disposed to transfer to the said party of the second part, in trust for her own proper use and benefit:

Now, therefore, in consideration of the premises and of one dollar paid by the said C. D. to the said A. B. (the receipt whereof is hereby acknowledged), the said A. B. doth hereby assign, transfer and set over to the said C. D., and his executors and administrators all the money-, property and effects above mentioned (whereof separate transfers, according to the usages and rules of the aforesaid corporations have been made, of even date herewith): To hold the same to him the said C. D., and his executors and administrators

upon the special trusts, and for the use and purposes following, and none others, namely:

In the first place, that, until the solemnization of the said marriage, the said C. D., shall pay over to the said A. B., or shall empower her to receive for her own use, all the income, profits and dividends arising from the said moneys and effects and from any other estate which may be substituted therefor, as is hereinafter provided.

Secondly:—That from and after the solemnization of the said marriage, and during the coverture of the said A. B., the said C. D., shall receive and collect the income, profits and dividends of the said trust moneys and effects, or of any other substituted estate, so often and whenever the same shall be payable, and after the deduction of all incidental expenses, shall pay over the same, or so much thereof as she shall not direct to be added to the principal for the purpose of accumulation, to the said A. B. upon her sole and separate receipt therefor, and free from the control or interference of her said husband or any other person whomsoever.

Thirdly:—That, in case of the decease of the said A. B. after the solemnization of the said marriage, and during the life of her said husband, the said moneys and effects shall be transferred and paid over by the said trustee to such person or persons as she the said A. B. by any instrument or note in writing subscribed by her in presence of at least two competent witnesses, shall order and appoint to take and receive the same; and in default of her making such appointment, the same shall be transferred and paid to the said E. F., being then her husband, and in case of his decease before the said property shall be actually transferred and paid over to him, then to such person or persons as would be the legal representatives of the said A. B., by the statute for the distribution of intestates' estates.

Fourthly:—That, in the event of the decease of the said E. F., leaving the said A. B. surviving, all the property she

held in trust under this indenture shall be transferred and conveyed back to the said A. B., and, until so transferred the trustee shall pay over to her, or empower her to receive, the income, profits and dividends of the same for her own use.

Fifthly:—That the said Trustee shall have power, with the approbation or at the request of the said A. B., expressed in writing, to sell and dispose of the said trust estate, or any part of it, and the proceeds to invest in other personal or in real estate; according to the written direction of the said A. B., and the estate so purchased shall be had and held by the trustee for the same uses and purposes, and upon the same trusts as are declared in and by this Indenture of and concerning the property and estate first above mentioned, and may be sold and the proceeds re-invested from time to time in trust in manner aforesaid; and it is hereby declared, that the purchaser of any estate held in trust as aforesaid, shall not be bound to see to the application of the said purchase money.

Sixthly:—That in case of the decease of the party of the second part, or of his resignation of the said trust, he or his executors or administrators shall convey, transfer and pay over the whole of the trust estate then held by him to such person or persons as may be appointed in writing by the said party of the first part to be the trustee or trustees under this Indenture; and such new trustee or trustees shall have all the powers, and shall hold the trust estate subject to all the provisions herein set forth and expressed; and the receipt of such new trustee or trustees for the trust property shall be a complete acquittance and discharge to the said party of the second part, his executors and administrators; and in like manner, other new trustees may be appointed from time to time, as occasion may require.

And the said party of the second part doth hereby signify his acceptance of the said moneys and effects, and doth engage to hold and manage the same upon the trusts and for the uses herein mentioned.

And the said party of the third part doth hereby signify his assent to the provisions of this indenture, and doth covenant to and with the said party of the second part and his successors in the said trust, to permit the said party of the first part, after the solemnization of the said intended marriage, to receive the aforesaid income and profits to her sole and separate use, and freely to dispose of the trust estate, by her will or by her testamentary appointment, to such person or persons as she may bequeath the same to, and not to interfere with the said trust estate otherwise than in conformity to the provisions of this indenture.

In witness, etc.

Signed, sealed, etc.

FORM 1027.

Settlement of Wife's Real and Personal Estate in Contemplation of Marriage.

This Indenture of three parts, made this day
of , A.D. 19 , by and between A. M., of
 , spinster, of the first part, W. M. and R. M., of
 , of the second part, and H. B., of
clerk, of the third part.

Witnesseth, that whereas a marriage is intended to be had and solemnized between the said parties of the first and third parts, and the said A. M. is possessed of certain real and personal estate, to wit, one undivided seventh part of all the estate, real and personal, whereof her late father W. M., Esquire, died seized and possessed, all which the said A. M., with the consent of the said party of the third part, is minded and disposed to transfer and convey unto the said parties of the second part, in trust for her own proper use and benefit.

Now, therefore, in consideration of the premises, and of one dollar paid to the said A. M. by the parties of the second part (the receipt of which is hereby acknowledged) the said A. M. doth hereby give, grant, bargain, sell and convey unto the said W. M. and R. M., and their heirs and assigns, and to the survivor of them, and his heirs and assigns, one undivided seventh part of all the estate of which the said W. M., Esquire, died seized and possessed, consisting of real estate, bank, insurance, and manufacturing stocks, furniture and other personal property, wheresoever the same may be situated: To have and to hold the same to the said W. M. and R. M., and their heirs and assigns forever, but upon the special trusts and for the uses and purposes, and subject to the powers and obligations following and none other, namely:

First,—That until the solemnization of the said intended marriage, the said trustees shall hold the said estate and property to and for the sole use of the said A. M., and shall pay over to her, or empower her to receive for her own use, all the rents, income and dividends, arising from or out of the said trust funds or estate.

Secondly,—That from and after the solemnization of the said intended marriage, the said trustees shall collect and receive the rents, income and dividends of the said trust estates and moneys, or of any estates or property which may be substituted therefor, as is hereinafter provided, so often and whenever the same may be due and payable, and, after the deduction of all incidental expenses, shall pay over the same to the said A. M., upon her sole and separate receipt, and free from the control or interference of any person whomsoever, during her coverture with the party of the third part.

Thirdly,—That in case of the decease of the said A. M. after the solemnization of the said marriage, and during the life of her said husband, the said trustees shall hold the said estate to and for the use of such person or persons as the

said A. M., by an instrument in writing subscribed by her in the presence of two witnesses, shall name and appoint to take and enjoy the same: And the said trustees shall forthwith execute and deliver all such deeds and papers as they shall be advised by counsel learned in the law to be proper and needful to convey and set over the said trust estate and funds to the person or persons so named and appointed; and in default of such appointment, the said trustees shall hold the said estate to and for the use of her said husband, for and during his life, and shall collect and pay over to him, from time to time, after deducting all incidental expenses, all the rents, income, and the profits of the trust estate, or may suffer him to collect and receive the same, he keeping the real estate in good repair: And from and after the decease of the said husband, the said trustees shall hold the same to the use of such heirs, or of the legal representatives of the said A. M. as would be entitled to the same in and by the statutes of this province now in force, regulating the distribution of intestates' estate, in case the said A. M. had died, seized and possessed thereof intestate: And the trustees shall execute and deliver all such deeds and instruments as may be needful to transfer the said trust estate or funds unto the persons hereby specified and named.

Fourthly,—That in the event of the decease of the said party of the third part, leaving the said A. M. him surviving all the estate and property then held in trust under this indenture, shall be conveyed and transferred back to the said A. M., and the trustees shall forthwith execute and deliver all such deeds and instruments as they shall be advised by counsel learned in the law to be needful and proper for that purpose.

(Further provisions may be added respecting insurance, etc., and other duties of the trustees, as the case may require).

In witness, etc.

Signed, sealed, etc.

FORM 1028.*Settlement of a Policy on Husband's Life Effected in the
Name of Trustees.*

This Indenture, made the _____ day of _____,
A.D. 19 ____.

Between A. B., of _____, bachelor, of the first part.
C. D., of _____, spinster, of the second part, and E. F.,
of _____, and G. H., of _____, of the third
part, witnesseth as follows:

1. In consideration of an intended marriage between the
said A. B. and C. D., it is agreed that, after the said mar-
riage, the said E. F. and G. H., their executors, administra-
tors and assigns, shall hold the moneys receivable on a policy
for _____ on the life of the said A. B. granted on the
_____ day of _____, by the _____ Insur-
ance Company, in the names of the said E. F. and G. H.,
and numbered _____, and also the moneys receivable
under every policy effected under the powers hereinafter
given.

2. Upon trust that the said E. F. and G. H., or the sur-
vivor of them, his executors, or administrators or their or
his assigns (with the written consent of the said A. B. and
C. D., and after the death of either, with the written con-
sent of the survivor if living), shall invest the said moneys
and the moneys realized under this trust in or upon any
public stocks, funds or securities.

3. The said trustees shall pay the income of the premises
to the said C. D., if she shall survive the said A. B., during
her life.

4. Subject to the foregoing trusts the premises shall be
held in trust for such children or child of the marriage as

the said A. B. and C. D. shall by deed or will appoint and so far as the same shall be unappointed in trust for such children equally or child if but one, who, being sons or a son, shall attain twenty-one, or, being daughters or a daughter, shall marry: but so that no child shall take any unappointed share without bringing his or her appointed share into account.

5. On failure of the foregoing trusts the premises shall be held in trust for the said A. B., his executors, administrators and assigns.

6. Bonuses receivable under the said policy are to go in reduction or payment of premiums, either by virtue of any arrangement to be entered into for that purpose with the said company or otherwise.

7. The said A. B., for himself, his heirs, executors and administrators, covenants, with the said E. F., and G. H., their executors and administrators, that he the said A. B., will pay the premiums on the said policy when due and will do or suffer nothing whereby the same may become void, voidable, or lapsed, and in the event of such policy becoming void, voidable, or lapsed, will at his own costs do all acts required to enable a policy in lieu thereof to be effected, and will repay to the said E. F. and G. H., their executors or administrators, on demand, with interest at per cent. per annum, all sums paid by them for effecting or keeping up the said policy or any policy substituted for the same as aforesaid.

8. Provided that all the covenants herein contained shall apply to any such substituted policy in the same manner as to the said policy already affected.

In witness, etc.

Signed, sealed, etc.

FORM 1029.*Settlement by Intending Husband of a Policy on his Life.*

This Indenture, made the _____ day of _____,
A.D. 19____.

Between A. B., of, etc., of the first part, C. D., of, etc.,
of the second part, and E. F., of, etc., and G. H., of, etc.,
of the third part, witnesseth as follows:

1. In consideration of an intended marriage between the
said A. B. and C. D., the said A. B. assigns unto the said
E. F. and G. H., their executors and administrators, a pol-
icy for _____ on the life of the said A. B., granted to
him on the _____ day of _____, 19____, by the
Insurance Company, and numbered _____.

2. Upon trust that after the said marriage the said E.
F. and G. H., and the survivor of them, his executors or
administrators, or their or his assigns (with the written con-
sent of the said C. D. if living, and after the death of either
with the written consent of the survivor if living) shall in-
vest the moneys receivable on the said policy, and on any
other policy effected under the powers hereby given in or
upon any public stocks, funds or securities.

(Insert Clauses 3, 4, 5 and 6 as in the last Form).

7. The said A. B., for himself, his heirs, executors and
administrators, covenants with the said E. F. and G. H.,
their executors and administrators, that notwithstanding
anything by the said A. B. done or knowingly suffered, he is
entitled to execute this assignment of the premises free
from incumbrances and that he and every person claiming
under or in trust for him, shall, at his own costs, do all acts
required for perfecting such assignment or recovering the
moneys due under the same policy, or any other policy made

pursuant to the trusts hereby created. And that the said A. B. will pay the premiums on the said policy when due, and will do or suffer nothing whereby the same may become void, voidable or lapsed, and in the event of the said policy becoming void, or lapsed, will at his own cost do all acts required to enable a policy in lieu thereof to be effected, and will repay to the said E. F. and G. H., their executors or administrators, on demand with interest at per cent. per annum all sums paid by them for effecting or keeping up the said policy, or any policy substituted for the same as aforesaid.

8. Provided that all the covenants herein contained shall apply to any such substituted policy in the same manner as to the policy hereby assigned.

In witness, etc.

Signed, sealed, etc.

SEPARATION DEEDS.

FORM 1030.

Separation, Deed of.

This Indenture, made the _____ day of _____, A.D. 19____.

Between A. B., etc., of the one part, and D. E., etc., and C., wife of the said A. B., of the other part.

Whereas some unhappy differences have lately arisen between the said A. B. and C., his wife, and they have mutually agreed to live separate and apart from each other, and previous to such separation he, the said A. B., hath consented thereto, and also proposed and agreed that he, out of his own proper moneys would allow and pay the said C., his wife, during the term of her natural life, for her better support and maintenance, the annuity or yearly sum of _____ clear of all taxes, charges, and deductions whatsoever payable to her in such manner as hereinafter is mentioned (subject, nevertheless, to the proviso hereinafter contained, respecting the payment of the said annuity), and also that, in case the said C., his wife, should die before the said A. B., that then the said A. B. should pay to her executors or administrators the sum of _____ towards her funeral expenses.

Now this Indenture witnesseth, that the said A. B., in pursuance of his aforesaid proposal and agreement, doth hereby for himself, his executors and administrators, and for every of them, covenant, promise and agree, to and with the said D. E., his, etc., in manner and form following (that is to say), that it shall and may be lawful to and for the said C., his wife, and that he the said A. B., shall and will permit and suffer her, the said C., from time to time, and at all times from henceforth, during her natural life, to live separate and apart from him, and to reside and be in such

place and places, and family and families, and with such relations, friends, and other persons, and to follow and carry on such trade and business, as she the said C., from time to time, at her will and pleasure, notwithstanding her present coverture, and as if she was a feme sole and unmarried, shall think fit.

And that the said A. B. shall not nor will, at any time or times hereafter, compel her to cohabit with him, or molest, disturb, or trouble her, for such living separate and apart from him, or any other person or persons whatsoever for receiving, harbouring, or entertaining her; nor shall nor will, without the consent of the said C., visit her, or knowingly come into any house or place where she shall or may dwell, reside or be; or send, or cause to be sent, any letter or message to her; nor shall or will, at any time hereafter, claim or demand any of the moneys, rings, jewels, plate, clothes, linen, woollen, household goods, or stock in trade, which the said C. hath now in her custody or possession, or which she shall or may hereafter buy and purchase, or which shall be devised and given to her, or she shall otherwise acquire, and that she shall and may enjoy, and absolutely dispose of the same as if she were a feme sole and unmarried.

And further, that the said A. B., his executors and administrators, or some or one of them, shall and will well and truly pay unto the said C., his wife, or her assigns, during the term of her natural life, for and towards her better support and maintenance, an annuity or yearly sum of _____ free and clear of all charges, taxes and deductions whatsoever; the said annuity or yearly sum of _____ to be paid and payable to her the said C. and her assigns, during her natural life, in four equal payments, each amounting to the sum of _____ on the first days of March, June, September and December in every year, or within ten days next following; the first quarterly payment thereof to begin and be made on _____ or within ten days next following.

In consideration of which sum of _____ per annum so hereby made payable to her the said C., in manner as afore-

said, she the said C., doth hereby agree to accept and take the same in full satisfaction for her support and maintenance and all alimony whatsoever during her coverture.

Provided always, and it is hereby expressly agreed and declared, by and between all the parties hereto, and the true intent and meaning of them and these presents is and are, that in case he the said A. B., his executors or administrators, shall at any time hereafter be obliged to and shall actually pay any debt or debts which she the said C., his wife, shall at any time hereafter during her present coverture, contract with any person or persons whatsoever, that then and in such case it shall and may be lawful to and for the said A. B., his executors and administrators, to deduct, retain to and reimburse him and themselves out of the said annuity or yearly sum of _____ so hereby made payable to her the said C., as aforesaid, all and every such sum and sums of money as he and they shall be obliged to, and shall actually pay for or on account of any such debt or debts, to be by her the said C., at any time hereafter, so contracted as aforesaid, together with all costs, charges and damages, which he or they shall or may pay or sustain on account thereof anything herein contained to the contrary thereof in anywise notwithstanding.

In witness, etc.

Signed, sealed, etc. _____

FORM 1031.

Surrender of Lease.

Know all men by these Presents that _____ in the
within written Indenture named and described, in considera-
tion of the sum of _____ lawful money of Canada, to
in hand well and truly paid by _____ at

or in estate before the sealing and delivery hereof [the receipt whereof do hereby acknowledge]. Do by these presents, assign, surrender and yield up unto the said his heirs, executors, administrators and assigns, all and singular the lands, hereditaments and premises comprised and described in the within Indenture of Lease, and thereby demised, together with all the rights, members and appurtenances to the same belonging or in anywise appertaining; and all the estate, right, title, interest, benefit of renewal, claim and demand whatsoever, either at law or in equity, of the said in, to out of or upon the same premises: To the intent that by virtue of these presents, the residue now unexpired of the term of years of and in the said hereditaments and premises created by the within Indenture of Lease, and all other estate, term and interest therein by virtue of the said Indenture, may merge in the freehold reversion and inheritance of the said premises, and be thereby extinguished.

And the said for heirs, executors and administrators, do hereby covenant with the said heirs, executors, administrators and assigns, that the said now ha in good right, full power and lawful and absolute authority to assign, surrender and yield up the said hereditaments and premises in manner aforesaid, and according to the true intent and meaning of these presents.

In witness, etc.

Signed, sealed, etc.

FORM 1032.

Another Form.

To all, etc., A. B., of, etc., sendeth greeting:

Whereas, by Indenture, etc. (*recite the lease*). Now know ye that I, the said A. B., in consideration of _____ to me in hand paid by C. D., of, etc., the receipt, etc., do hereby for myself, my, etc., surrender and yield up, from the day of the date hereof, unto the said C. D., his, etc., the said Indenture of Lease, and all the messuages and premises aforesaid, and the term of years therein yet to come, with all my right, title and interest thereto, and which I have or claim, or hereafter can or may have or claim, either by virtue of said Indenture or otherwise howsoever: and that free and clear and freely and clearly, etc. (*against incumbrances*).

In witness, etc.

Signed, sealed, etc.

FORMS IN ONTARIO ACT RESPECTING TILE, STONE AND TIMBER DRAINAGE DEBENTURES: 9 EDW. VII., c. 22.

FORM 1033.

Form of By-law.

By-law No.

A By-law to raise \$ to aid in the construction of tile, stone, or timber drains.

The Council of the Municipality of, pursuant to the provisions of the Tile Drainage Act, enacts as follows:

1. That the Reeve (*or Mayor*) may from time to time, subject to the provisions of this by-law, borrow on the credit of the corporation of the said Municipality, such sum not exceeding in the whole \$, as may be determined by the Council, and may in manner hereinafter provided, issue debentures of the said corporation in sums of \$100 each for the amount so borrowed, with coupons attached as provided in section 5 of the said Act.

2. That when the Council shall be of opinion that the application of any person to borrow money for the purpose of constructing a tile, stone or timber drain should be granted in whole or in part, the Council may, by resolution, direct the Reeve (*or Mayor*) to issue debentures as aforesaid, and to borrow a sum not exceeding the amount applied for, and may lend the same to the applicant on the completion of the drainage works.

3. A special annual rate shall be imposed, levied and collected over and above all other rates upon the land in respect of which the said money shall be borrowed, sufficient for the payment of the principal and interest as provided by the Act.

Passed the day of 19

A. B., C. D.,

Reeve (*or Mayor*). Clerk.

(Corporate Seal.)

9 Edward VII. c. 22. Form 1. Schedule and sec. 2.

FORM 1034.*Form of Tile Drainage Debenture.*

\$100. No.

Drainage Debenture of the of

The Corporation of the of in the

County of hereby promises to pay to the

Treasurer of Ontario or order at the Bank of

in the of the sum

of \$100 of lawful money of Canada, and interest thereon

at five per cent., in twenty equal annual instalments of \$7.63

each, the first of such instalments to be paid on the

day of 19 , pursuant to By-law No.

intituled "A By-law to raise \$ to aid in the con-

struction of Tile (Stone or Timber) drains."

(Corporate Seal)

G. H.,

A. B.,

Treasurer.

Reeve (or Mayor).

Form.

Form of Coupon.

Coupon for twentieth Annual Instal-

ment of Drainage Debenture No.

1, issued under By-law No.

of th of \$7.36 pay-

able at the Bank of in the

of on day of 19 .

A. B.,

Reeve (or Mayor).

G. H.,

Treasurer.

FORM 1035.

Notice of Meeting to Consider By-law.

Take notice that a By-law for raising \$ under the provisions of the Tile Drainage Act, will be taken into consideration by the Municipal Council of the of at the of , on the day of 19 , at the hour of o'clock in the noon.

C. D.,

Clerk.

9 Edward VII. c. 22, Form 3 Schedule and sec. 2.]

FORM 1036.

Notice.

Municipality of the of .

Take notice that the above is a true copy of a By-law passed by the Municipal Council of the of on the day of 19 , and all persons are required to take notice that any one who desires to apply to have such By-law or any part thereof quashed must serve notice of his application under the Head of Clerk of this Municipality within twenty days after the date of the last publication of this notice, and must make his application to the Supreme Court of Ontario within one month after the said date. This notice was first published on the day of 19 , and the last publication will be on the day of 19 .

A. B.,

Clerk.

9 Edward VII. c. 22, Form 4 Schedule and sec. 3.]

Affidavit of Head of Municipality.

say: I have not been served with any notice of intention to make application to quash a by-law passed on the day of 19 , by the Municipal Council of the said of No. intitled (*insert the title of By-law*), nor have I been served with any notion of intention to make application to quash any part of the by-law nor with any notice to that or the like effect.

A. B.,
Sworn, etc.

Schedule and sec. 6.1

Sworn, etc.

9 Edward VII. c. 22. Form V., Schedule and sec. 6.

Affidavit of Clerk.

To Wit. } of _____ make oath and say: 19____, the Municipal Council of the said _____ day of _____ at a meeting specially called for that purpose passed a by-law for borrowing money to be lent for the construction of tile, stone or timber drains, being No. _____ and intituled (insert title of By-law), a copy of which certified by me is now shewn to me marked "A."

2. Notice of the meeting was given by publication on (insert here the dates of publication) in the (insert names of newspapers), copies of which newspapers are shown to me and marked "B," "C," and "D."

3. A notice, a copy of which is now shewn to me marked "E," was published on *(insert here the dates of publication)* in the *(insert name of newspaper)*, being the newspaper in which the Council did by resolution direct the publication thereof, copies of which newspapers containing the said notice are now shewn to me, and marked "F," "G," and "H."

4. I have not been served with any notice of intention to make application to quash the said by-law, or any part thereof, nor with any notice to that or the like effect.

Sworn, etc.

C. D.

9 Edward VII. c. 22, Form 6 Schedule and sec. 6.]

FORM 1039.

Application for Loan.

To the Municipal Council of

I, E. F., owner of *(if part state what part)* lot No. _____
in _____ Concession of the Township of *(or as the case may be)* apply for a loan of \$ _____ to assist in the construction of _____ rods of _____ drain on the said land. The proposed depth of drain is _____ inches, the proposed size of tile is _____ inches. (1)

(Signed.) E. F.

9 Edward VII. c. 22, Form 7 Schedule and sec. 8.]

(1). If the proposed drain is to be stone or timber for the words "size of tile" substitute the words "inside size of drain."

FORM 1040.

By-law Imposing a Rate.

By-law imposing a Special Drainage rate upon Lot
in the Concession.

Whereas E. F. the owner of (if part, state what part) Lot
in the Concession of the Township of
(or as the case may be), applied to the Municipal Council
of the said Township, under the Tile Drainage Act, for
a loan for the purpose of draining the said land; and whereas
the said Council has, upon his said application, lent the said
E. F., the sum of \$1,000 (or as the case may be), to be repaid
with interest by means of the rate hereinafter imposed:

Be it therefore enacted, by the said Municipal Council,
that an annual rate of \$73.60 per annum (or as the case may
require, namely, \$7.36 for every \$100 lent), is hereby imposed
upon the said land for a period of twenty years, such
rate to be levied and collected at the same time and manner
as ordinary taxes are levied and collected.

Passed this day of 19 .
(Corporate Seal)

A. B.,
Reeve (or Mayor).
C. D.,
(Clerk).

9 Edward VII. c. 22, Form 8 Schedule and sec. 17.]

FORM 1041.

Transfer of Shares in a Company.

For value received I, , of , assign
the whole of my right, title and interest of, in and to
shares in the Company of to
of , and constitute him, his assigns and substitutes,

TRANSFER OF SHARES—TRUST DEED OF CHURCH. 1025

my attorney and attorneys, with full power to receive in his or their name or names, certificates for the said shares, hereby obliging myself at his or their request to do all necessary matters and things for the more effectually transferring the said shares to him or them.

FORM 1042.

Transfer of Shares of Stock.

For value received, I, _____ named in the certificates hereto annexed, which are numbered as follows, namely: No. _____ to No. _____, assign the shares of stock therein mentioned, to _____ of _____ and constitute him, his assigns and substitutes, my attorney and attorneys, with full power to receive, in his or their name or names, certificates for the said shares; hereby obliging myself, my heirs and executors, at the request of the said _____ or his assigns and substitutes, to do all necessary matters and things for the more effectually transferring the said shares to him or them.

In witness, etc.

FORM 1043.

Trust Deed of a Church.

This Indenture made (in duplicate) the _____ day of _____ A.D. 19____, in pursuance of the Act passed in the _____, and in pursuance of the Short Forms of Conveyances Act; and in pursuance of the Act of the Legislature of Ontario, passed in the _____ year of His Majesty's reign, chaptered _____ entitled "An Act respecting the _____ Church of Canada."

Between _____ of the first part, and _____ the trustees of the _____ Congregation of the Church of Canada, of the _____ part.

Witnesseth that in consideration of the sum of
of lawful money of Canada, now paid by the said Trustees to
the said part of the first part (the receipt whereof is
hereby acknowledged) he the said part of
the first part do grant and assign unto the said Trustees
and their successors in the said trusts.

All and singular th
To have and to hold the said parcel or tract
of land and premises unto and to the use of the said
trustees and their successors in the said trusts, upon the
following trusts, namely:

Upon trust, etc.,
The said part of the first part covenant with the said
parties of the part, and their successors in the
said trust, that ha the right to convey the said
lands to the said parties of the part and their succe-
sors in the said trust, notwithstanding any act of the said
part of the first part.

And that the said parties of the part, and their
successors in the said trust shall have quiet possession of the
said lands, free from all incumbrances.

And that the said part of the first part will execute
such further assurances of the said lands as may be re-
quisite.

And that will produce the title deeds enumer-
ated hereon, and allow copies to be made of them at the ex-
pense of the said parties of the and their succe-
sors in the said trust.

And that the said part of the first part ha done no
act to encumber the said lands.

And the said part of the first part release to the
said parties of the part, and their successors in the
said trust, all claims upon the said lands.

And the said party of the part hereby bars her
dower in the said lands.

In witness, etc.

Signed, sealed, etc.

WILLS.

FORM 1044.

Attestation Clause where the Will is signed by the Testator.

Signed by the said testator, as his last will and testament, in the presence of us present at the same time, who at his request, in his presence, and in the presence of each other have subscribed our names as witnesses.

Signature of Testator.

(Signature of Witness).

(Signature of Witness).

FORM 1045.

Attestation Clause where Another Person Signed by the Direction of the Testator.

Signed by (name, description and addition of the person signing for the testator), as the last Will and testament of the said testator, in his presence, and by his direction, in the presence of us, present at the same time, who, at his request, in his presence, and in the presence of each, have subscribed our names as witnesses.

Name of Testator.

(Signatures of two witnesses).

FORM 1046.

Form of Attestation when Alterations have been made in the Will Previous to Execution.

Signed by the above-named testator as his last will and testament, in the presence of us, present at the same time, who, at his request, in his presence, and in the presence of each other, have subscribed our names as witnesses, the interlineations in the _____ line of the _____ page having been first inserted, and the erasures, in the _____ and _____ lines in page _____ having been first made.

Signature of Testator.

(Signatures of two witnesses).

FORM 1047.

Will Giving Property to Wife and Appointing Her Executrix.

I, A. B., of, etc., declare this to be my last Will and testament. I do hereby give unto my dear wife all my real and personal estate whatever and wheresoever to hold unto her, her heirs, executors and administrators, according to the respective natures and qualities of the said premises, absolutely and forever. And I hereby appoint my said wife sole executrix of this my will, at the same time revoking all former and other wills, codicils, testamentary dispositions and appointments whatsoever by me at any time heretofore made.

In witness whereof, I the said A. B., the testator, have to this my last will and testament contained in this and the preceding _____ sheets of paper, set my hand and seal this _____ day of _____ A.D. 19 _____.

Signed by the said Testator as, and for his last will and testament in the presence of us, present at the same time, who at his request, in his presence, and in the presence of each other, have subscribed our names as witnesses.

FORM 1048.

Will Giving Income to Wife for Life, and Afterwards Capital to Children.

I, A. B., of, etc., hereby declare this to be my last will and testament. I give all my real and personal estate unto C. D., and E. F., their heirs, executors and administrators, upon trust, to sell and convert into money such real and personal estate, and to invest the sum or sums of money thus arising in the names of my said trustees in or upon the public stocks, funds or securities, or any real securities, and to vary the investments from time to time for any other of like nature. And to pay the annual income thereof to my dear wife during her life, if she shall so long continue my widow, and after her decease or second marriage, then, as to the said trust fund and the yearly produce thereof upon trust for all my children who, being sons shall attain the age of twenty-one years, or, being daughter shall attain that age or marry, in equal shares.

And I authorize my said trustees or trustee, at any time after the decease or second marriage of my said wife, to apply the whole or part of the income of the presumptive share or shares of any child of mine who, being a son or sons shall be under the age of twenty-one years or, being a daughter or daughters, shall be under that age and unmarried, towards his, her or their maintenance and education. And also to advance any part of such presumptive shares (not exceeding one-half thereof) towards the advancement in life of any such children respectively.

And I hereby authorize my said trustees or trustee to release or compound any debts owing to me or to my estate, or to give time for payment, or to take such security for payment, and to adjust and pay all claims made upon my estate, whether the same shall be supported by legal evidence or not, and also to refer to arbitration any dispute respecting

any debt claimed to be owing to or from me, and generally to act in the premises as my said trustees or trustee shall in their own discretion think fit; and all receipts given by my said trustees or trustee, acting in the execution of the trusts herein contained, shall exonerate the parties taking the same from all responsibility with respect to the application of the moneys therein expressed to be received.

And I hereby authorize the acting trustees or trustee of this my will and the executors or administrators of the last acting trustee, by any instrument in writing, to substitute any person to be a trustee in the stead of any trustee who shall die, continue to reside abroad, disclaim, neglect, refuse, or become incapable to act in the trusts aforesaid, and all the said trust estates or premises shall forthwith be transferred, so as to vest the same in such new trustee or trustees, either jointly with the surviving or continuing trustee or trustees, or solely, as the case may be, and such new trustee as well before as after such transfer, shall have the same powers as if originally appointed a trustee by this my will.

And I declare that the trustees for the time being of this my will shall respectively be chargeable only with such moneys as they respectively shall actually receive, and shall not be answerable for each other, nor for any banker, broker, or other person in whose hands any of the trust funds shall be placed, nor for insufficiency or deficiency of any stocks, funds, shares or securities, nor otherwise, for involuntary losses. And I appoint the said C. D. and E. F. to be executors of this my will.

In witness, etc. (*as before*), this day of
A.D. 19 .

Signed, etc., as before.

FORM 1049.*Will of Married Woman Making an Appointment under a Power in a Will.*

I, _____ wife of _____, of _____, in exercise of my power under the will of my father _____ appoint that the trust premises therein comprised shall, after my death, be held in trust for my children in the following proportions, namely one half for my child _____ and a quarter for each of my children _____ and _____.

Signed by me this _____ day of _____ A.D. 19 _____.

Signed, etc. (*as before*).

FORM 1050.*Another Form Giving Each Child a Specific Portion of the Property.*

I, _____ wife of _____, of _____, in exercise of my power under the will of my father _____ appoint that the trust premises comprised in such power shall, after my death be held in trust as follows, namely, that portion which is invested in _____ for my child _____; that portion which is invested in a mortgage on _____ for my child _____; and that portion which is invested in Railway Debentures for my son _____.

Signed by me this _____ day of _____ A.D. 19 _____.

Signed, etc. (*as before*).

FORM 1051.*Will of Married Woman Appointing Income to Her Husband*

I, _____, wife of _____, of _____, in exercise of my power under the will of my father _____ appoint that the income of the trust premises comprised in such power shall be paid to my husband, if he shall survive me, for his life.

Signed by me this _____ day of _____ A.D. 19 _____.

Signed, etc. (*as before*).

FORM 1052.*Codicil to a Will.*

This is a Codicil to the last will and testament of me _____, of, etc., bearing date the _____ day of _____ A.D. 19 _____ (*the date of the will*).

I do hereby revoke the bequest of all my household furniture to my son _____ and to give and bequeath the same to my daughter _____ to and for her own absolute use and benefit for ever.

I give and bequeath to my daughter _____ in addition to the legacy bequeathed to her by my said will, the further sum of _____.

In all other respects I do confirm my said Will.

In witness, etc., (*as before*) this _____ day of A.D. 19 _____.

Signed, etc. (*as before*).

FORM 1053.

Will by Which Personal Property is Bequeathed Amongst Children, one being an Adult and the Others Minors; the Share of the Adult to be Paid at Once; the Shares of the Others on Attaining the Age of Twenty-one, with Directions to Devote the Interest to the Maintenance of the Children.

I, (*testator's name and description*), declare this to be my last will and testament. I appoint (*name*) and (*name*) the trustees and executors of this my will; hereby revoking all former testamentary writings. I direct the said (*trustee's names*) or the survivor of them, his executors or administrators, to convert my personal estate and effects into money as soon as may be after my death; and after paying thereout my just debts to divide the residue into (*number*) equal shares. I direct them to pay one of the portions forthwith to my eldest son (*name of son*), and as to the (*number*) shares, I direct the said trustees to hold the same upon trust, to pay one share to each of my younger children (*enumerate younger children*) on their attaining that age or marrying; and in the meantime to invest the moneys forming such shares upon such securities, real or personal, or otherwise as my said trustees or trustee may think proper, and apply the annual income arising therefrom towards the support and education of my said younger children during their respective minorities, as my said trustees shall deem most advantageous for them.

In witness, etc.

(Signed). (*Testator's signature*).

(*Attestation Clause*).

(*Signature of two witnesses*).

FORM 1054.

Will by Which a Testator Gives the Whole of His Property to His Wife and Appoints Her Sole Executrix.

I, (*testator's name and description*), declare this to be my last will and testament. I do hereby give unto my dear wife (*name*) all my real and personal estate whatever and wheresoever, to hold unto her, her heirs, executors and administrators, according to the nature and qualities of the said premises absolutely and for ever. And I hereby appoint my said wife sole executrix of this my will, at the same time revoking all former and other wills, codicils, testamentary dispositions and appointments whatsoever by me at any time heretofore made.

In witness whereof I have hereunder set my hand this
day of _____ in the year of our Lord _____.

(Signed). (*Testator's signature*).

(*Attestation Clause*).

(*Signature of two witnesses*).

FORM 1055.

Will Giving to one Person all the Testator's Real and Personal Estate, Subject to two Legacies, one General, the Other Specific.

This is the last Will and Testament of me (*testator's name and description*). I devise and bequeath all the real and personal estate to which I shall be entitled at the time of my decease unto (*devisee's name, description and addition*), absolutely (*but as to estates vested in me (upon trust*

or) by way of mortgage, subject to the equities affecting the same respectively), subject to the payment thereof of the legacies bequeathed by this my will. I give and bequeath to my nephew (*nephew's name*) that silver race cup won by me on the day of 19 , at (*state name or description of race*). I also give and bequeath to my friend (*friend's name*) the sum of \$ (*state amount*). And I appoint (*name*) sole executor of this my will, hereby revoking all other testamentary writings. In witness whereof I have hereunder set my hand this day of in the year of our Lord one thousand nine hundred and .

(Signed). (*Testator's signature*).

(*Attestation Clause*).

(*Signature of two witnesses*).

FORM 1056.

Will of Married Woman Disposing of Real and Personal Estate in favour of Her Husband, Subject to Legacies.

This is the last Will and testament of me (*testatrix's name*), the wife of (*husband's name and description*). I give all the real and personal property of which by virtue of any power or authority, or of any separate right of property or otherwise, I am competent to dispose, unto my said husband for his absolute use subject to the payment thereof of the pecuniary legacies bequeathed by this my will. I bequeath the legacies following (*namely*): To (*enumerate each and every legacy and legatee*). And I appoint my said husband sole executor of my will. Lastly, I revoke all former testamentary writings.

In witness, etc.

(Signed). (*Testator's signature*).

(*Attestation Clause*).

(*Signature of two witnesses*).

FORM 1057.

Will of Personal Property by Which Several Legacies are Bequeathed and a Residuary Legatee appointed.

I (*testator's name and description*) do declare this to be my last will and testament, and I do hereby revoke all other testamentary writings: I bequeath the following legacies (*namely*): To my sister (*name of sister*), the sum of (*amount*). I give and bequeath to my friend (*name of friend*) the sum of (*state amount*). I also bequeath to each of my domestic servants who shall be living with me at the time of my death in the capacity of (*state description of servants*) the sum of (*state amount*). And as to all the rest, residue and remainder of my personal property I bequeath the same unto (*name of residuary legatee*), his executors, administrators and assigns absolutely and forever. And I appoint (*name*) and (*name*) executors of this my will.

In witness, etc.

(*Signature and attestation as in previous form*).

FORM 1058.

Will Giving to One Person Absolutely all the Testator's Real and Personal Estate.

I (*testator's name and description*), declare this to be my last will and testament. I devise and bequeath all the real and personal estate to which I shall be entitled at the time of my decease unto (*devisee's name and description*) absolutely, and I appoint the said (*name*) sole executor of this my will, hereby revoking all former testamentary writings. In witness whereof I have hereunder set my hand this day of in the year of our Lord one thousand nine hundred and

(Signed). (*Testator's signature*).

(*Attestation Clause*).

(*Signature of two witnesses*).

FORM 1086.*Will of Property in Canada and in the United States of America.*

(Commencement of will as in previous forms).

1. I appoint C. D., of, &c., and E. F., of, &c., to be my American executors to administer my personal estate in the United States of America, meaning thereby all stocks and loans of corporations created by the United States and by the States thereof, and all loans of any of the States of the United States or of any municipality created by any such State, all policies of insurance, and all debts, moneys, and personal property due or belonging to me at the time of my decease, or which may become due or belong to my estate thereafter not collectible by my Canadian executors by virtue of the grant of letters Probate to them by any Surrogate Court of the Dominion of Canada.

2. I appoint G. H., of, &c., and I. K., of, &c., to be my Canadian executors to administer all my personal estate other than what is hereinbefore directed to be administered by my American executors.

3. I devise all the real estate of every sort and kind situate in any part of the United States of America belonging to me or over which I have any power of disposition unto the said C. D. and E. F., in trust without any more delay than is consistent with the realization of reasonable prices to sell and dispose of all the said real estate and of all that they may acquire after my decease in any way or manner at public or private sale with power to make good deeds of conveyance thereof in fee simple or for any less estate without any obligation on the part of the purchasers to see to or be responsible for the application of the purchase-moneys, and with power as regards any real estate agreed to be sold in my lifetime to perfect the title thereto, and convey the same to the purchasers thereof.

4. My American executors and trustees shall remit to my executors and trustees all moneys arising from the sale of

my real estate in America, and from the collection and conversion of my personal estate in America, except so much thereof as may be required for payment of my debts in America, and the receipt of my Canadian trustees for all moneys remitted to them as aforesaid shall be a sufficient discharge for the same.

5. I devise and bequeath all my real estate in Ontario and other provinces in the Dominion of Canada and all my personal estate other than what is hereinbefore directed to be administered by my American trustees, unto the said G. H., and I. K. (hereinafter called (My Canadian trustees), in trust to sell, call in, and convert into money, the same at such times and in such manner as they shall think fit.

6. My Canadian trustees shall stand possessed of all moneys arising from the sale and conversion of my real and personal estate hereinbefore devised and bequeathed to them, and of all moneys remitted to them by my American executors and trustees as aforesaid, upon the trusts following (that is to say), my Canadian trustees shall with and out of the same pay my funeral and testamentary expenses and debts (except such debts as shall be paid by my American executors and trustees), and the legacies bequeathed by this my will, and shall invest, &c. (*Trusts for investment and remainder of will as in previous Forms*), substituting "my Canadian trustees" for "my trustees".

(Signed). (*Testator's Signature*).

(*Attestation Clause*).

(*Signature of two witnesses*).

FORM 1060.

Bequest to Wife of Personal Effects and Furniture.

I bequeath to my wife all articles of personal, domestic or household use or ornament, including my furniture, books, pictures, provisions, consumable stores, and all household effects which at the time of my death shall be in, about or belonging to the house in which I may reside at my decease.

FORM 1061.*Bequest of Leasehold House with Furniture.*

I bequeath unto _____ all my leasehold house wherein I now reside, with the gardens and lands held therewith, situate at _____ in the county of _____, for all the residue of the term unexpired at my decease for which the said premises are holden, subject to the rent reserved by, and the covenants and conditions contained in the lease to me of said premises; and I further bequeath to said _____ all my furniture, fixtures and household effects in, about, or belonging to the said house.

FORM 1062.*Bequest of Business.*

I bequeath my son _____ the goodwill of my trade or business, carried on by me at _____, and the stock in trade, fixtures and effects belonging thereto, and the benefit of all contracts subsisting in respect of the said business, and all book debts and moneys due to me in respect thereof, or standing to the credit of my business account at my bank at the time of my decease; my said son discharging and indemnifying my general estate from all debts and liabilities due or subsisting in respect of the said business at my decease, and, if required by my representative, entering into a bond or covenant in that behalf.

FORM 1063.*Bequest of Policy of Insurance.*

And whereas I am possessed of the following policy of insurance upon my life, namely, a policy effected with the Life Insurance Co., for _____ dollars,

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DOMINION CONVEYANCER.

dated the _____ day of _____ 19____, and numbered _____, and I bequeath the said policy, with the sum of _____ dollars thereby assured, and all accretions or additions thereto, unto my said wife absolutely.

FORM 1064.

Release of Debts to Debtor.

I release and forgive to _____ or to his representatives if he shall die in my lifetime, every sum of money with all the interest thereon, which may be owing from him or them to me at the time of my decease; and I direct that any note or notes, bond or bonds, or other obligation or security for the same, shall be released or given up to the said _____ or his representative.

FORM 1065.

Legacy to Wife for Immediate Use.

I bequeath to my wife _____ the sum of _____ dollars, to be paid to her within one calendar month (or, as _____ as may be) after my decease, for her immediate requirements.

FORM 1066.

Legacy to Creditor.

I bequeath the sum of _____ dollars to _____ and I declare that said legacy shall be in addition to, and not in satisfaction of, any debt which I may be owing him at the time of my decease.

FORM 1587.*Direction as to Priority of Legacies.*

I direct that in case of a deficiency of assets, for the full payment of all the pecuniary legacies hereinbefore bequeathed, the said legacies shall be paid in full respectively in the order of priority in which they are hereinbefore given, as far as the assets applicable for the payment thereof will extend.

FORM 1588.*Direction that Certain Legacies Shall Abate in Case of Deficiency.*

I direct that if the moneys to arise from my estate applicable to the payment of debts and legacies shall not be sufficient to pay in full such debts and legacies hereby bequeathed, then the legacies hereby given to _____ and _____ shall abate proportionally in favour of the other legacies hereby given.

FORM 1589.*Legacy to a Married Woman.*

I bequeath to (insert name), the wife of (state husband's name and description), the sum of (state amount). And I declare the said sum shall be for her sole and separate use and benefit, and that her receipt, notwithstanding her or any future marriage, shall be a valid and effectual discharge for the same.

(But see now the effect of the Married Woman's Property Act).

FORM 1070.*Legacies to Executors.*

I appoint *(name)* and *(name)* as executors of this my will. I give them the sum of *(state amount)* each in consideration of the trouble they will have in the execution of their office.

FORM 1071.*Legacy of Effects in a House.*

I give and bequeath to *(name)* all the household furniture, books, works of art, and other chattels and effects, together with the wines, liquors, fuel, housekeeping provisions and other consumable stores, which shall at my decease be in or about my dwellinghouse.

FORM 1072.*Legacy to Servants.*

I bequeath to each of my domestic servants who shall be in my service at the time of my decease in the capacity of *(state class of servants)* the sum of *(state amount)* in addition to any wages owing to such servant. And I also direct my executors to provide for all my domestic servants such mourning as they shall think fit and expedient.

FORM 1073.*Legacy of an Annuity.*

I bequeath (*insert name*) an annuity of (*insert amount*) during his life, clear of succession duty, and all other incidental expenses and deductions, and I direct my said trustee to purchase such annuity in the name of the (*insert name*) either from the Government, or from one or other of the following Companies (*naming three or four of the well-established companies*). Provided always, and I hereby direct that the said (*insert name*) shall not be entitled to receive the value of the said annuity in lieu thereof.

FORM 1074.*Legacy to a Hospital.*

I bequeath to the hospital at (*state place*) the sum of (*state amount*) to be paid the treasurer for the time being thereof, at the end of twelve calendar months from my decease, out of such part of my personal estate as the law permits to be bequeathed to charitable purposes.

FORM 1075.*Legacy to an Adult.*

I bequeath (*state amount*) to (*insert name*).

FORM 1076.

If the Legatee is a Minor and a Male, the Following Form May be Used.

I bequeath to (*insert name*) the sum of (*state amount*) to be vested in and payable to him upon attaining the age of twenty-one years (*either with or without interest in the mean time, according to the wish of the testator*).

FORM 1077.

If the Legatee is a Minor and a Female.

I bequeath to (*insert name*) the sum of (*insert amount*) to be vested in and payable to her for her sole and separate use upon attaining the age of twenty-one years or marrying (*either with or without interest*).

FORM 1078.

Legacy Giving Mourning Rings.

I bequeath to each of my friends (*names*) the sum of (*insert amount*) each, for the purchase of mourning rings.

FORM 1079.

General Residuary Bequest.

And as to all (*other*) the personal estate and effects whatsoever and wheresoever (*including leaseholds for years*) of which I shall be possessed, or over which I shall have any power of appointment or disposition at the time of my decease, I bequeath the same and every part thereof unto (*insert name*) for his own absolute use and benefit, after payment thereof of my debts, funeral expenses, the charges of proving this my will, and any legacies which I may bequeath by it, or by any codicil thereto.

FORM 1060.*Codicil Appointing a Trustee and Executor in the Place of one Deceased.*

This is the First Codicil to the Last Will and Testament of me (*Testator's name, etc.*) which will bears date the _____ day of _____ in the year one thousand nine hundred and _____. Whereas (*name*) named in my said will as a trustee and executor is lately dead. Now it is my will that (*name, etc.*) shall be substituted in the place of the said (*deceased trustee*) as one of the trustees and executors of my said will; And I Direct that my said will shall be read and construed as if the name of the said (*substituted trustee*) had been inserted therein in the place and instead of the name of the said (*deceased trustee*). And I confirm my said will except as aforesaid.

In witness, etc.

(Signed). (*Testator's signature*).

(*Attestation clause*).

(*Signature of two witnesses*).

FORM 1081.*Codicil Revoking Income Payable by Trustees to Daughters if they join Sisterhood, with Power to make Allowance.*

THIS IS A CODICIL, &c. (as in form 1080): Whereas I am apprehensive that one or more of my daughters may be induced to enter into religious sisterhood, and I desire therefore to make the following alterations in my will respecting the shares of my daughters in my residuary trust funds: (that is to say) I direct my trustees to stand possessed of the share of each of my daughters who shall attain the age

of twenty-one years, and shall not then be married upon trust to pay the income thereof to my same daughter during her life, or until she shall marry or become a sister in any religious sisterhood (which shall first happen), and if my same daughter shall marry then in trust for her absolutely, and if my same daughter shall become a sister in any religious sisterhood, then my trustees may out of the income of her share make such allowance (if any) for her maintenance as they shall think fit, and subject thereto shall hold the said share in trust for my other children, who being a son or sons, shall attain the age of twenty-one years, or being a daughter or daughters, shall attain that age or marry under that age, in equal shares if more than one, and if my same daughter shall die without having been married, or become a sister as aforesaid, then in trust for such person or persons, and in such manner as she shall by her will appoint, and in default of such appointment, and so far as any such appointment shall not extend, In trust for my other children who, &c. (as before): And I declare that every or any share accruing to a daughter of mine under this codicil, shall be subject to the like trusts as are hereinbefore declared concerning her original share: And I declare that by the word "sisterhood" as above used, I mean Roman Catholic as well as Protestant Institutions or Associations, but any daughter of mine becoming an associate of any such institution shall not be considered as becoming a sister, unless the becoming an associate involves the surrender or pledge to surrender any part of her property.

Attestation, etc., as in Form 1080.

FORM 1082*Authority to Trustees to Make Allowance to an Improvident Brother.*

I empower my trustees during the life of my brother R. S., if they shall in their discretion think proper, but not otherwise, to make an allowance to the said R. S., or to his wife (if any), of such an amount, and either by quarterly, monthly, or other payments, and generally in such manner as my trustees shall think fit, provided that the amount of such allowance in any one year shall not exceed \$ _____, and my trustees may either pay the said allowance into the hands of the said R. S., or into the hands of his wife, or may apply the same for his or her benefit in such manner as they shall think fit. And I expressly declare that it shall be in the absolute discretion of my trustees whether they will make any such allowance or not, and they may at any time discontinue or suspend the same, either wholly or partially, without assigning any reason for so doing. And I also empower my trustees to set apart, and appropriate and invest in their names a sufficient part of my estate to provide such allowance as aforesaid; And I declare that subject to the said allowance the fund so set apart, and the income thereof not required for the purpose aforesaid, shall sink into and form part of my residuary estate.

FORM 1083.*Codicil Revoking Certain Legacies given by a Will and Substituting Others.*

This is a Codicil to the last will and testament of me (insert testator's name and description), which bears the date of _____ day of _____. Whereas by the said

Will I have given legacies of (amount) to (insert name of legatee), and of (amount) to (insert name of legatee): Now I Hereby Revoke the said legacies. And in addition to the legacies given by the said will, and not revoked by this codicil, I give a legacy (amount) to (insert name of legatee) and a legacy of (amount) to (insert name of legatee). And in all other respects I do confirm my said will.

In witness, etc.

(Signed). (Testator's signature).

(Attestation clause).

(Signature of two witnesses).

FORM 1084.

Codicil Revoking Will.

I (insert name and description) Do hereby revoke an instrument bearing date (explain), and purporting to be my last will and testament. In witness whereof I have hereunder set my hand this day of in the year of our Lord one thousand nine hundred and .

(Signed). (Testator's signature).

(Attestation clause).

(Signature of two witnesses).

FORM 1085.

Codicil Reviving Will.

Whereas I (insert name and description) made my Will on the day of , and have since revoked the same. Now I hereby annul such revocation, and declare that the said will is valid and subsisting.

In witness, etc.

(Signed). (Testator's signature).

(Attestation clause).

(Signature of two witnesses).

N.B.—It will be remembered that every Codicil must be executed exactly in the same manner as a will.

VARIOUS SCALES OF FEES FOR REGIS-
TRATION OF DEEDS AND
INSTRUMENTS.

FORM 1086.

Tariff of Fees under the Land Titles Act.

ALBERTA.

Fees on Grants from the Crown.

1. Each Certificate of title for land granted to a person or company who has obtained a patent under a homestead or under a homestead and pre-emption entry, or under half-breed land scrip or military bounty land scrip, in accordance with The Dominion Lands Act, and amendments thereto, shall be issued, and a duplicate thereof shall be delivered or mailed to the person or company entitled thereto, free of charge.
2. In the case of other patentees the fee payable upon the issue of each certificate of title and duplicate, including the delivery or mailing thereof, to the person or company entitled thereto, shall be \$5 00

Fees on Application to Bring Land under the Act.

3. Each certificate of title issued in accordance with an application made under the provisions of section 27 of the said Act, where at the time of the issue of such certificate the patent is the only instrument in the hands of the registrar affecting the land, shall be issued, and a duplicate thereof shall be delivered or mailed to the person or company entitled thereto for a fee of 2 00

4. For certificate of title on an application to bring land under the Act in cases other than those provided for in the last item, which shall include the fees to be paid to the assurance fund, and for the duplicate certificate of title and abstract and all filings, searches and inspections:

(a) Where the value of the land does not exceed \$500	\$5 00
(b) Where the value is over \$500 and up to \$1,000	7 00
(c) For each additional \$500 or fraction thereof until value reached is \$5,000, add	1 00
And for each additional \$1,000 thereafter or fraction thereof, add	1 00

(See, however, item No. 38).

Fees on Transmissions.

5. For certificate of title on a transmission, including fees for duplicate thereof and for registration, searches, and all other services connected therewith, but not including fees payable to assurance fund
- If the land transmitted is included in more than one certificate of title, for entering memorandum on each certificate of title and duplicate thereof after the first certificate

(See, however, item No. 38).

6. For entering executor or administrator as transferee or proprietor of a mortgage on a transmission
7. For entering survivor or other person as proprietor in case of a joint proprietorship

8. For new certificate of title to registered female owner on her marriage, including duplicate thereof, and all filings, memorandums and services connected therewith \$3 00
9. For a certificate of title to an assignee for the benefit of creditors, including duplicate thereof 3 00

Fees for Registration or Filing.

10. For registering a transfer and issuing a certificate of title thereon and duplicate thereof and including fees for memorandums, searches and inspections:
- (a) Where the value of the property does not exceed \$500, including fees payable to assurance fund 3 00
- (b) Where the value of the property is over \$500 . 4 00
- And in addition the fees payable to the assurance fund.

(See, however, items Nos. 13 and 38).

11. For registering or filing any lease (exclusive of the fee of \$2 for leasehold certificate of title), mortgage, incumbrance, or charge, surrender or power of attorney, including all memorandums, searches and other services connected therewith 1 50

(See, however, item No. 13).

- (a) For every such mortgage or incumbrance after the first 1 50

12. For registering or filing any certificate, order or decree of a Court or Judge, or any assignment or discharge wholly or partially of a mortgage, incumbrance or charge; or a satisfaction of an annuity, or any other instrument affecting land other than those particularly specified in this tariff, but not including mechanics' liens, including all memorandums, searches and other services connected therewith \$1 00

(See, however, item No. 13).

13. When any instrument registered deals with or affects land in more than one certificate of title, for each memorandum after the first memorandum 50
14. For filing each caveat and for preparing and mailing notices in connection therewith 2 00
15. For entering withdrawal of caveat 1 00
16. For every extra memorial required to be made in connection with the filing or withdrawal of a caveat 50
17. For registering or filing writ of fieri facias or a satisfaction or withdrawal thereof, including all memorandums and other services connected therewith 1 00

Plans.

18. For registration of each plan of sub-division, exclusive of extra certificates of title 10 00
- And a further fee for each lot or separate parcel into which the land is proposed to be subdivided, as shown on plan 50
19. Registration of order cancelling or varying plan . 2 00

20. Receiving plan, profile or book of reference of railway right of way, required to be deposited under any Railway Act\$ 1 00
21. Receiving plan of railway right of way for filing under The Land Titles Act, for each mile of right of way shown on plan 1 00
22. Every blue print copy of plan or part of plan per square foot 15
- Minimum fee 1 00
- District registrar's certificate on same 1 00
23. For all other services of surveyor, per hour 2 00
24. For each map or plan deposited under any other Act than The Land Titles Act or Railway Act. 1 00

General.

25. For taking each affidavit or solemn declaration . 20
26. For each search for each lot or parcel of land or for any name 25
27. For a certificate as to decrees, orders or executions, including one search, for one name 50
- And for each additional name 25
28. For each certificate of charge 50
29. For each abstract respecting land included in one certificate of title, or respecting each quarter section for which certificate of title has not been granted, including all charges for searches and certificates 50
- Provided that where the entries on such abstract exceed five in number an additional fee of ten cents for all such additional entries shall be charged.
30. For production of each instrument filed or registered 10
31. For returning the documents of title deposited in support of an application on withdrawal or rejection of any application for certificate of title 1 00

32. For certified copy of or extract from any registered instrument or instrument otherwise in the custody of the registrar, per first folio of 100 words \$1 00
 For every folio, or part of folio after first 10
33. For each certificate and reference to a Court or Judge, excepting a reference made under section 113 of The Land Titles Act 2 00
34. For attending a Court or Judge on reference or on hearing of any petition or on any proceeding or on producing any document on any application or proceeding before a Court or Judge, for each hour 1 00
35. For a certificate of title or duplicate issued to replace one worn out, filled up, destroyed or lost 2 00
- (a) Where a certificate of title or duplicate thereof has been lost or destroyed, for perusing proof of loss and settling notice for publication and for all other services, excepting new certificates of title 1 00
36. For consolidating two or more certificates of title. 2 00
 For each memorial of cancellation after the first two 50
37. For certificate of title issued on any instrument not otherwise provided for, and for duplicate certificate 2 00
38. If more than one certificate of title is required upon the same instrument, for each certificate with duplicate thereof after the first certificate . 2 00
39. On each correction in a certificate of title, including examination of the evidence 1 00
40. On rejection of each instrument presented for registration, to be charged in the discretion of the registrar 1 00

41. For each certificate signed by the registrar, deputy registrar or acting registrar and authenticated by the registrar's official seal, and not otherwise provided for \$ 25

Assurance Fund Fees.

Note:—In addition to the above fees there is payable to the assurance fund on the registration upon every absolute transfer of land after the issue of the first certificate of title therefor, one-fifth of one per cent. of the value of the land transferred if such value amounts to or is less than \$10 thousand dollars, and one-tenth of one per cent. on the additional value where such value exceeds five thousand dollars; and upon every subsequent transfer upon the increase of value since the granting of the last certificate of title one-fifth of one per cent. if the increase is not more than five thousand dollars, and one-tenth of one per cent. on any excess over such five thousand dollars, such valuation in each case to be ascertained by the oath or affirmation of the applicant, owner, or person acquiring the land, or of such other person as the registrar believes to be acquainted with the value of the land and whose oath or affirmation he is willing to accept.

BRITISH COLUMBIA.

FORM 1057.

*Fees under Land Registry Act, R. S. B. C. 1911, ch. 127.
Third Schedule.*

Application for Registration	\$ 50
Registration of any absolute or indefeasible fee including Registrar's Search of Title	1 00
And one-fifth of one per cent. on the value of real estate when such value amounts to or is under five thousand dollars, and one-tenth of one per cent. on the additional value where such value exceeds five thousand dollars.	
Registration of any charge including Registrar's search of title	1 00
And one-tenth of one per cent. on the value of interest covered by charge.	
Every Certificate of Search, including search for each title	1 00
Filing any issue or caveat	2 00
Sealing any document other than a certificate or notice of registration on deed	25
Cancellation of any charge, etc.	1 00
Filing any other document	50
Every notice	50
Every deposit of map or title deeds under sections 14, 16, 29	1 00
Every other deposit of map or title deeds	50
For every transcript or record of any deed or in- strument as provided for in section 143 of this Act, per folio of 100 words	25
For making certified copies of any deed or instru- ment of record of certified extract from the books per folio of 100 words	25

FEEB FOR REGISTRATION, ETC.

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For taking acknowledgment or proof of execution of any instrument including the certificate thereof. For every acknowledgment or proof, including oath	* 25
For administering an oath	25
First certificate of indefeasible title	5 00
Every subsequent	1 00
Inspection or search of any map, instrument or document, except on an ordinary inspection or search of any title on the register	25
Inspection or search of any title on the register	50
Copy of map or plan whatever sum may be paid and fee for certificate for each hour or part thereof comparing	1 00
Every duplicate certificate of title	1 00
For withdrawing any application to register	1 00
In addition to above, towards assurance fund a fee of 50 cents to be charged in all registrations up to \$1,000.	
Over \$ 1,000, and up to \$ 2,500	75
Over 2,500, and up to 5,000	1 00
Over 5,000, and up to 10,000	1 50
Over 10,000, and up to 20,000	2 00
For every \$10,000 or part thereof over \$20,000	50
Registration of lis pendens	1 00
On refusing to register or cancelling an application	1 00

FORM 1088.**MANITOBA.***Tariff of Fees under the Real Property Act.**Fees on Application.*

The fees to be paid on application to bring land under the Act shall be as follows, inclusive of contribution to assurance fund:

Where the value of the land does not exceed \$500 \$5 00
 On each \$500 value thereafter, or fraction thereof,
 add \$4 until value reached \$3,000.
 On each \$500 value thereafter, or fraction thereof,
 add \$3 until value reached \$5,000.
 On each \$1,000 thereafter, or fraction thereof, add
 \$3.

When the applicant is the original grantee from the Crown, and there is no cloud on the title and no transaction affects the land other than leases, fi. fas., certificates of judgment or other charges or liens, the fees shall in all cases be one-half of the above-named fees.

When the land has been sold by a sheriff under fi. fa., or under power of sale in a mortgage, or has been in question in any suit or proceeding in equity, a further fee upon the following scale shall be charged for each mortgage sale, or for each suit or proceeding which it shall be necessary for the examiner to inquire into:

When the value of the land does not exceed \$500 .	2 00
On each additional \$1,000 value thereafter, or fraction thereof, until the value reaches \$1,500 .	1 00
When the value exceeds \$1,500	7 00

For the examination of each document in support of an application in excess of ten, 20 cents. This fee not to be charged upon any document examined under last clause in power of sale, sheriff or equity proceedings.

For filing with the application, each mortgage, conveyance, release or other link in the chain of title, except patent or discharge of mortgage .. \$2 00
 For filing each patent or discharge of mortgage ... 1 00
 Each direction or request to issue a certificate of title to any person other than the applicant . 1 00

Fees on Transmissions.

The fees to be paid on all transmissions will be as follows:—

When the value of the land does not exceed \$ 500 5 00
 When the value of the land does not exceed 1,000 8 00
 When the value of the land does not exceed 1,500 10 00
 When the value of the land does not exceed 2,000 12 00
 On each \$1,000 thereafter, or fraction thereof, add. 2 00

Registrations.

Registering transfer of land (including fee for certificate of title, and fee for tax and other searches) 3 00
 Registering a mortgage, incumbrance or charge or transfer thereof (including certificate of charge), where the money secured does not exceed \$5,000 3 00
 On each \$1,000 or fraction thereof, up to \$10,000 a further fee of \$1; and on each \$1,000, or fraction thereof, over \$10,000, a further fee of 50 cents, until the total registration fee shall reach \$25.

On registration of mortgages by corporations, executors or administrators, or on registration of transfers of land to or from corporations, executors or administrators, the district registrar may, in his discretion, charge an additional fee of not less than \$1 nor more than \$10 for investigation of evidence.

Registering each power of attorney	\$2 00
Registering a lease (exclusive of fee for leasehold certificate)	3 00
Registering or filing any mechanics' lien, lis pendens, order, decree, certificate of judgment, or any discharge of any mechanics' lien, certificate of judgment, mortgage or charge	1 00
Registering any instrument other than those herein provided for	2 00

Filings.

Filing each caveat	2 00
Filing each discharge, lapse, withdrawal or merger of caveat	1 00
Filing petition on caveat	1 00
Each filing of evidence of proceeding on caveat ...	1 00
Filing proceedings under power of sale	2 00
Filing notice of intention to exercise power of sale.	2 00

Plans.

For registration of each plan, exclusive of field inspection and extra certificate of title:

Lots	1 to	10	10 00
Lots	11 to	50	15 00
Lots	51 to	100	20 00
Lots	101 to	200	25 00
Lots	201 to	500	30 00
Lots	501 to	1,000	35 00

FEEs FOR REGISTRATION, ETC.

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Lots 1,001 to 2,000\$45 00

For each additional 500 lots, or fraction thereof,
after first 2,000 lots, add 5 00

For examination and field inspection of sub-divi-
sion plans, to be paid upon deposit of plan for
examination, minimum fee 10 00

For plans containing 40 lots and over, each lot
in first 100 25

Each lot after first 100 10

All lots over one acre in area shall be counted as
equivalent to as many lots as there are acres.

Should it be found necessary, on account of errors
in the survey or plan, to make further examina-
tion or inspection, the actual cost of the same
will be charged.

Registration or order cancelling or varying plan . 2 00

Every blue print copy of plan, or part of plan,
25 cents a square foot.

Minimum fee 1 00

District registrar's certificate on same 1 00

For all other services of surveyor, per hour..... 2 00

Receiving plan of railway right of way for deposit 1 00

Receiving plan of railway right of way for filing,
for each mile of right of way shown on plan .. 1 00

General.

Each extra certificate of title 1 50

Each withdrawal of any application 2 00

Each certificate of charge or of registration of
mortgage or charge 50

Certified copy, first folio of 100 words 1 00

For every folio, or part of folio, after the first 10

Each summons 50

Examination of each witness, per hour 2 00

Entering notice of marriage or death 2 00

For entry of survivor or other persons as proprietors in case of joint tenancy	\$2 00
Merger of any estate or incumbrance	1 00
Entering satisfaction or lapse of certificate of judgment or mechanics' lien	1 00
Every entry in the register, for which no other fee is provided	50
Each extra memorial, whether in the register or, on any instrument	50
Each search	25
Taxation of costs, per hour	1 00
Each redemption certificate	1 00
On payment out to tax purchaser of redemption moneys, 2 per cent. of the money paid out.	
On each correction in a certificate of title	1 00
Carbon copies of certificate of title for assessors, actual cost of furnishing same, not to exceed 5 cents each.	
Fee on lost certificate of title, exclusive of provisional certificate when required	2 00
On notices issued by a district registrar for each person to be served	1 00
On rejection of each instrument presented for registration, to be charged in the discretion of the district registrar	1 00
Each order made by a district registrar or registrar-general	1 00
Each fiat of registrar-general	2 00
Each fiat of district registrar for filing second caveat	1 00
Each approval of registrar-general or district registrar under The Devolution of Estates Act ..	2 00
On release of any document from holdup file a district registrar may, in his discretion, charge a fee up to, but not exceeding	5 00

FORM 1089.

ONTARIO.

*Land Titles Act, 1 Geo. V. (Ont.), c. 28**Schedule of Fees to be Charged (Schedule B.) Rule 83.*

Item—	Application for First Entry of Ownership		
	When the title is possessory.	When the title is absolute or qualified, and the num- ber of instruments requir- ing to be examined does not exceed ten.	When the title is absolute or qualified, and the num- ber of instruments requir- ing to be examined ex- ceeds ten, or is under the Statute of Limitations.
1. Where the value of the property being registered does not exceed \$1,000	\$ c. 2 50	\$ c. 4 00	\$ c. 6 00
Where such value exceeds \$1,000 and does not exceed \$2,000	3 00	5 00	9 00
Where such value exceeds \$2,000 and does not exceed \$4,000	4 00	8 00	12 00
Where such value exceeds \$4,000 and does not exceed \$10,000	5 00	10 00	20 00
Where such value exceeds \$10,000 and does not exceed \$20,000	6 00	12 00	25 00
Where such value exceeds \$20,000 and does not exceed \$40,000	7 00	15 00	30 00
Where such value exceeds \$40,000 and does not exceed \$50,000	8 00	20 00	40 00
And where such value exceeds \$50,000	8 00	20 00	50 00

2. In case two or more distinct properties are embraced in the same application, or where the titles of different pieces are substantially different, the above fees shall be payable as if the registration of such properties had been ap-

plied for separately. Where in consequence of the sub-division of a piece of land the amount chargeable would be in the Master's opinion unduly burdensome, he may abate the same to such sum as he deems fair.

3. The above items cover all services in respect of first registration, except where oral depositions have to be taken or notices served upon persons appearing to have adverse claims, or where there is a contest. In those cases the fees provided in respect of such proceedings shall also be charged. The disbursements of the Master for postage, searches, registration of certificates in the registry office, etc., shall likewise be payable by the applicant.

4. For entering and filing objection	\$ 50
5. For every order, summons or notice.....	60
If more than 3 folios, each additional folio....	20
6. For comparing and authenticating with office stamp	
copies of notices, every 3 folios	5
7. For every appointment	30
Each folio after the first	20
8. For special proceedings or depositions, per hour.	
Where property is worth more than \$2,000 ...	1 50
Where property is not worth more than \$2,000	1 00
Where proceedings do not take more than half	
an hour	1 00
9. For administering oath	20
10. For marking exhibit	20
11. For returning documents of title deposited in sup-	
port of application on its withdrawal	50
12. Where application for first registration is with-	
drawn, refused or abandoned, such amount not	
exceeding the fees provided by item 1, as hav-	
ing regard to the work done the Master con-	
siders reasonable	

Contributions to Assurance Fund is fixed by the Act at 1-4th of a cent on the dollar on the value of the land, and 1-10th of a cent on the value of the buildings and fixtures, unless where a certificate with a possessory title is given, when the contribution is 1-8th of a cent on the dollar, on the land, and 1-20th on the value of the buildings and fixtures, but not to be in any case less than \$1.

Upon the First Registration under section 159 of The Land Titles Act of lands newly patented in Districts, where notices or other proceedings are necessary, Local Masters are, under section 163, to charge the patentees, in addition to their actual disbursements, the fees payable under this tariff in respect of such notices and proceedings, and no more. Where notices are not required, Local Masters are only to charge the patentees their actual disbursements.

For Registration of, or under Instruments.

13. Under transfer, charge or other instruments (except where otherwise specified, including search on the parcel and search for executions, when made at the time of registration, if search has been made within a week by the party registering the instrument, and also including entry of charge or of partial transfer of land on certificate of title where certificate is produced at the time for this purpose \$2 00
- Where the instrument, including affidavits, is more than 10 folios, each additional folio, but not to exceed \$5 05
- Where the instrument affects more parcels than one, for each parcel after the first 50

50
60
20

5
30
20

1 50
1 00
1 00
20
20
50

Where by the transfer, the minerals are severed from the surface, additional	\$1 00
Where the additional entries necessitated by the severance are more than 5 folios, then per folio	20
In case distinct lands held by different owners are included in the same instrument, or separate grants are made to different grantees, the same charge to be made as if separate instruments had been executed.	
14. Under transfer of charge, including search, etc., as above	1 00
Each charge after the first	50
Where the charge originally covered and still covers more than one parcel, for each parcel after the first	50
15. Where under the Devolution of Estates Act the concurrence of any person is required and such concurrence is given by an instrument other than the transfer or charge, or is given by endorsement thereon, each instrument	50
16. Examination of evidence to ascertain if the concurrence of the proper persons is given, where such concurrence is lodged subsequent to the entry of transmission	50
No charge to be made under this item when the land is not worth \$500.	
17. Release of dower or of interest of widow in husband's property	1 00
Each parcel after the first	50
18. For entry of certificate of performance of mining conditions, and making requisite changes in register, and in certificate of title, if produced at the time, each parcel	1 00
19. Of cessation of charge (entire or partial), including noting same on land certificate, each charge	80

20. Of mechanic's claim of lien, or discharge of claim or to certificate of action	* 30
For each person joining after the first	10
For each parcel after the first	10
21. Of every caution	1 00
For each parcel after the first	50
For each folio above five	10
22. Of discharge or withdrawal of caution	80
23. For entry of consent of cautioner to registra- tion of another instrument without discharg- ing caution	80
24. Where any instrument is executed under a power of attorney, for each person so executing under a separate power, or where the instrument is executed under an authority not entered in the register of the parcel	20
25. Of covenants or conditions running with the land, per folio	20
26. Of power of attorney, 5 folios and under	1 00
For each folio above 5	10
27. For entry of survivors as owners in case of joint ownership	1 00
Each parcel after the first	50
28. Where survivor of joint owners, but not so entered, transfers or charges; examination of evidence.	50
29. Where a charge is given by a corporation; examina- tion of evidence where special meeting re- quired	1 00
30. For examination of evidence and registering owner on insolvency	2 00
Each parcel after the first	50
31. For entry of foreclosure restrictions, inhibitions or notice of lease	2 00
Each parcel after the first	50
Where lease more than 10 folios, each additional folio	10

32. For entry of discharge of any writ or writs of execution, each name	\$ 50
33. For entry of determination of lease	1 00
Each parcel after the first	50
34. Where several charges, cautions, liens or certificates are discharged under one instrument, the same charges to be made as under separate instruments.	
35. For entry of payment of taxes, each parcel	20
36. For every plan deposited, including entry of lots in register, if not more than 20 lots	1 00
Additional for each lot above 20	05
No charge beyond \$1 to be made where plan is a copy or a duplicate of a plan filed in registry office before land is brought under The Land Titles Act.	
Where a plan lays out portion of a parcel, re-entry of portions affected	1 00

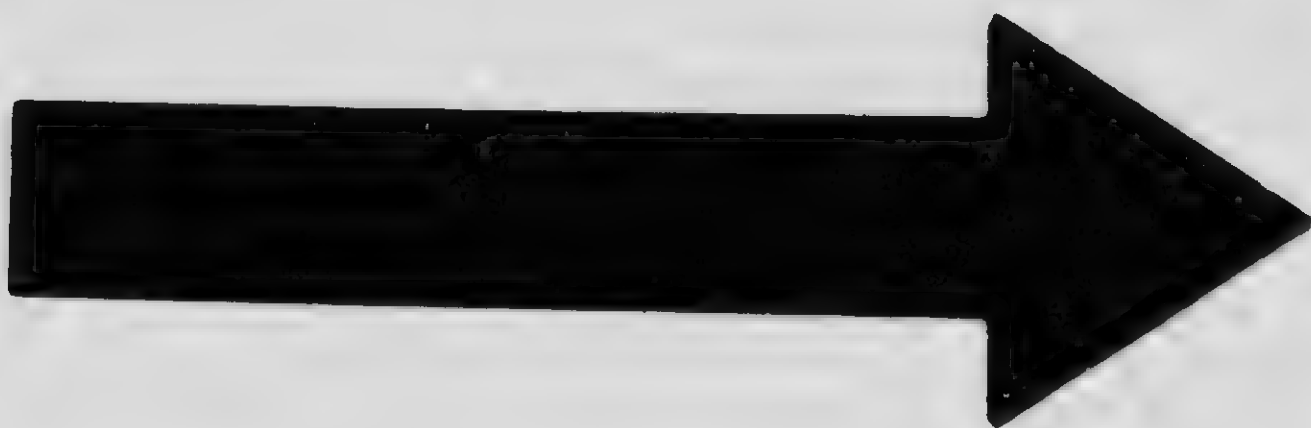
Other Matters.

37. For land certificate, or certificate of ownership of charge, 5 folios or under	1 00
For each folio above 5	20
38. For entry of ownership on land certificate or certificate of charge where same transferred to new owner	50
39. For entering partial transfer of land, or charge upon land certificate where certificate is not produced with transfer or charge	20
40. For examination of proceedings on sale of mortgaged land under power in charge	4 00
Where the value of the land mortgaged is shown to be under \$500	2 00
Where there are more sales than one under the same mortgage and upon the same notices to the mortgagors and those claiming under them.	

FEES FOR REGISTRATION, ETC.

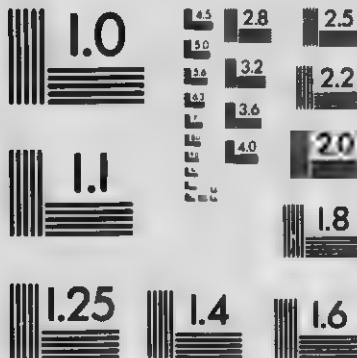
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	For each sale after the first	\$1 00
50	Where the consideration for any such sale exceeds	
00	\$1,000	2 00
50	Where the transfer is to an assign of the purchaser,	
	For each mesne transfer	50
	For each devolution through death	2 00
	41. For examination of evidence and registering owner	
	on a transmission of land through death	1 00
20	Where the value of any parcel transmitted is shown	
	not to exceed \$1,000	2 00
1 00	Each parcel after the first	50
05	42. For examination of evidence and registering owner	
	on the transmission of a charge	2 50
	Each charge after the first	50
	43. For a special case or certificate to Court	1 00
	Each folio over 5	20
1 00	44. Certificate to Clerk of Municipality that any	
	named person is owner of any parcel of land,	
	subject to incumbrances or not without setting	
	out the same, where not more than one folio,	
	including search	50
1 00	Each additional folio	20
20	45. Certificate showing the title of any parcel, includ-	
	ing search in execution book, where not more	
	than three folios	1 00
50	Each additional folio	20
	46. For a copy or extract from any document filed	
	or registered, per folio	10
20	Certifying same	30
4 00	47. For examining and certifying a copy of any docu-	
	ment, where such copy is not made in the office,	
	not less than 50 cents, per folio	05
2 00	48. Each certificate by the Master (other than a certi-	
	ficate of registration on a duplicate charge, or	
	mortgage, or entry on a land certificate, and	



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where not otherwise specified), where not more than one folio	\$ 50
Where above one folio, each additional folio	20
49. Where copies of tax notices are prepared in the office (including marking as office copies), per folio	05
50. For search on any one parcel	30
51. Where the person searching upon applying, gives the number of the parcel under which the land is last registered	20
52. For exhibiting plan or original instrument	10
53. For search in execution book, each name.....	20
54. Search of alphabetical index, each name	20
Where search goes back more than two years, each prior year, but not to exceed 50 cents, each name	10
55. Index of First Registration, each lot or other piece of land searched	20
56. Where land or a charge, which is not owned by the person assuming to transfer or charge the same, is included in any transfer or charge. All searches necessary to ascertain the facts, in accordance with this tariff.	
57. For inspection of any documents retained on land being brought under the Act	1 00
58. For order on application for a duplicate certificate of ownership where original lost or mislaid ..	1 00
59. For hearing special application or objection per hour	1 50
Where proceedings do not take more than half an hour	1 00
60. For each filing upon a special application or objection	10
61. Where a person is allowed re-entry in order to consolidate lands held: each parcel re-entered	1 00
Where more than two parcels are re-entered; each additional parcel	50

62. Where on account of the closing of a street, entries of ownership have to be made; besides requisite searches to ascertain who is entitled; for each entry of ownership \$1 00
63. Registering the instrument or instruments incorporating a company 2 00
64. Registering subsequent change of name 1 00
65. Where an instrument has to be returned for correction because the property is insufficiently or wrongly described, or the execution of the instrument is not properly proved, or for other cause. Letter explaining reason of return, besides necessary searches and postage 25.
- The Master shall not charge this item where the description is not incorrect, but an alteration is desired to secure greater accuracy.
66. Where upon a special application any proceeding is taken for which a fee is provided upon an application for First Entry of Ownership, the like fee shall be chargeable in the special application.
67. For proceedings not designated above, but which are similar to those designated, the like fees. Where no similar proceeding is designated, the like fee as would be payable for the proceeding if taken in the High Court, unless where the proceeding is similar to a proceeding under The Registry Act, or any Act amending the same for which a fee is provided under such Act, in which case that fee shall be chargeable.

FORM 1090.**ONTARIO REGISTRY ACT.***10 Edward VII (Ont.), ch. 60.**Fees of Registrars.*

A Registrar shall be entitled to the following fees, except where otherwise provided:

- (a) For the necessary entries and certificates in registering every instrument other than those hereinafter specially provided for, including among such certificates the certificate on the duplicate, if any \$ 10
- (b) For registering every such instrument 1 00

If the instrument exceeds 700 words, at the rate of 15 cents for each additional 100 words or fractional part thereof up to 1,400 words and at the rate of 10 cents for each additional 100 words or fractional part thereof over 1,400 words.

If the instrument embraces lots or parcels of land, situate in different municipalities in the same registry division, the registration and copying of such instrument together with all necessary entries and certificates in connection therewith, shall be considered separate and distinct registrations for each municipality in which the land is situate, and shall be paid as follows:

Where the aggregate copying does not exceed 700 words, \$1.40; where it exceeds 700 words, 15 cents for every 100 words or fractional part thereof up to 1,400 words, in addition to the sum of \$1.40.

Where it exceeds 1,400 words, the sum of 10 cents for every 100 words or fractional part thereof in addition to the above charges; the fees shall

include all certificates and necessary entries, but if the instrument embraces more than 4 different lots or parcels of land in the same municipality, the registrar shall be allowed a fee of 5 cents for entering each lot or parcel in excess of 4, but not to exceed \$5 for such entries up to 100 entries, and where the instrument embraces more than 100 lots or parcels in the same municipality, the registrar shall be allowed an additional fee of 2 cents for entering each lot or parcel in excess of 100.

(c) For searching the registry books and indexes relating to the title of any lot or part of a lot as originally surveyed or patented by the Crown, or as afterwards sub-divided into smaller lots, shown by any registered plan thereof, when not exceeding 4 references, 25 cents and 5 cents for every additional reference up to 50 references, and 5 cents for every additional 2 references over 50.

In no case shall a general search into the title to any particular lot, piece or parcel of land exceed the sum of \$3 00

In this clause "reference" shall mean a search of a copy of an instrument in the register, and if the abstract indexes only are examined, the total fee for searching any such lot or part of a lot, including 4 references, shall be 25

"Lot," shall mean one parcel of land as originally patented by the Crown, and where such parcel has been subdivided shall include any one of the lots in any such subdivision or re-subdivision, a plan of which has been registered:

No person shall make copies of or extracts from any instrument, document, book, paper or record in the registry office, or of any matter contained therein, to an extent in the aggregate

exceeding 300 words for any one lot or part of a lot, except on payment (in addition to the fees for search) of 5 cents for each 100 words or fraction thereof in excess of 300 words;

Where subsequent to the registration of a mortgage the land in such mortgage has been subdivided by plan, and searches are made for the purpose of ascertaining subsequent grantee or incumbrances in sale, foreclosure or other proceedings under such mortgage, the person searching on producing a statutory declaration that the searches are being made for that purpose, shall be entitled to make such searches on all the lots in the subdivision on payment of a fee of 10 cents for each lot, but so that the whole fee for searches shall not exceed \$2 00

(d) For searching, if specially required, the alphabetical index of names referred to in section 32, as to each name in the books of any one township, or other municipality in the registry division, 25 cents, but if a general search as to any such name, is made throughout the registry division, the aggregate of fees for such search shall not exceed 1 00

(e) For searching if specially required, the general registry book for the whole registry division, referred to in section 23, as to each name, the sum of 25

(f) For an abstract of title to any specific parcel certified by the registrar containing such particulars affecting such parcel as the applicant may require 25

When such abstract exceeds 100 words, 15 cents for every additional 100 words.

For copies of instruments when required, 10 cents for each 100 words.

Where there are two or more lots for which abstracts are required and the entries on such lots are identical, the registrar shall not be entitled to make an abstract for each lot separately, but the abstracts of title of such lots shall be included in one abstract, and the fees therefor shall be the same as if the extract applied to one lot only, except that the registrar shall be entitled in addition thereto to a fee of 25 cents for a search on each lot after the first lot, and for the first lot he shall be entitled to the same fees as are payable in respect of one lot:

Where there are two or more lots for which abstracts are required and the entries on such lots are partly identical, the registrar shall make a full abstract for one of the lots and enter in the same all the lots to which each instrument refers, and in the abstract of the other lots he shall only include entries affecting those lots separately.

- (g) For each certificate furnished by the registrar, except a certificate under paragraphs (a) or (b) \$ 25
- (h) For registration of any plan of city, town or village lots, including all necessary entries connected therewith, \$1; but if the plan embraces more than 20 lots, the registrar shall be allowed a fee of 5 cents for each lot in excess of 20, not to exceed in the whole 5 00
- (i) For searches as to the names of registered owners, and as to mortgages under sub-section 16 of section 80, in connection with the registration of a plan, the sum of 1 00
- (j) For furnishing the copies required under sections 26 and 28, 10 cents for each 100 words or fraction thereof.
- (k) For repairing any book, or copying, mounting, or binding plans, or for new plans and sur-

veys, or for new abstract indexes, such sums as the Inspector may order in writing, specifying the nature of the service.

- (l) For drawing each affidavit and swearing the deponent thereto, 25 cents, and the same fee for administering the oath when that only is required.
- (m) For exhibiting in the office each original registered instrument, including search for the same, ten cents; and for producing each original registered instrument, including search for the same, in pursuance of a Judge's order or subpoena, the sum of 10 cents in addition to the registrar's ordinary witness fees.
- (n) For registering a certificate of discharge of mortgage, including a certificate under section 68, and every other certificate excepting certificates provided for in paragraph (o), including all entries and certificates thereof, 50 cents; if the certificate affects more than four lots or parcels, a fee of 5 cents for each lot or parcel in excess of four; if the certificate affects two or more lots or parcels in the same registry division, or if the certificate or aggregate copying thereof exceeds 300 words, 10 cents for each additional 100 words or fractional part thereof, not to exceed \$5 in the whole in any case for the registration of the certificate.
- (o) For registering certificate of payment of taxes. \$ 25
- (p) For registering certificate of amalgamation of loan corporations, together with a certified copy of any document mentioned in the certificate .. 1 00
- (q) For registering letters of administration ... 1 00
- (r) For registering notice of sale of land under power in mortgage 50
- (s) For registering an affidavit for registering instrument entered in general register 50

FORM 1091.**SASKATCHEWAN.***Tariff of Fees under The Land Titles Act.*

1. For each certificate of title and duplicate, if there are any instruments in the registrar's hands which incumber or affect the land as mentioned in sections 41, 42 and 43, including all fees for registration, searches and memorandums \$4 00

And also Assurance on Sworn Value.

2. Each certificate of title issued in accordance with an application made under the provisions of section 49, where at the time of the issue of such certificate the patent is the only instrument in the hands of the registrar affecting the land, shall be issued and a duplicate thereof shall be delivered or mailed to the person or company entitled thereto for a fee of 2 00
3. For a certificate of title on an application to bring land under the Act in cases other than those provided for by the last item, which shall include the fees to be paid to the assurance fund, and for the duplicate certificate of title and abstract and all filings, searches and inspections:
- (a) Where the value of the land does not exceed \$500 5 00
- (b) Where the value is over \$500 and up to \$1,000 7 00
- (c) For each additional \$500 or the fraction thereof until the value reached is \$5,000, add 1 00
- And for each additional \$1,000 thereafter or fraction thereof, add 1 00

(See, however, item No. 8).

1. For registering a transfer and issuing a certificate of title thereon and duplicate thereof, and including fees for memorandum, searches and inspections:-

(a) Where the value of the property does not exceed \$500 including fees payable to the assurance fund \$3 00

(b) Where the value of the property is over \$500 4 00

And in addition the fees payable to the assurance fund.

(See, however, items Nos. 8 and 11).

5. For a certificate of title on a transmission, however effected, including fees for duplicate thereof and for registration, searches and all other services connected therewith, but not including fees payable to assurance fund 5 00

If the land transmitted is included in more than one certificate of title, for entering memorandum on each certificate of title and duplicate thereof, after the first certificate 1 00

(See, however, item No. 8).

6. For new certificate of title to register female owner on her marriage, including duplicate thereof and all filings, memorandums and services connected therewith 3 00

7. For certificate of title issued on any other instrument and for duplicate certificate 2 00

8. If more than one certificate of title is required upon the same instrument, for each certificate with duplicate thereof after the first certificate 2 00

9. For registering or filing any lease (exclusive of the fee of \$2 for certificate of lease), mortgage, incumbrance or charge, surrender or power of attorney, including all memorandums, searches and other services connected therewith \$1 50

(See, however, item No. 11).

- (a) For filing first mortgage or incumbrance before issue of grant 1 00

Also the fees to be paid under item No. 1 for issuing certificate of title, etc., and assurance on sworn value.

- (b) For every Mortgage or incumbrance after the first 1 50

10. For registering or filing any mechanics' lien, certificate, order or decree of a Court or Judge, or any assignment or discharge wholly or partially of a mortgage, incumbrance or charge; or a satisfaction of an annuity or any other instrument affecting land other than those particularly specified in this tariff; including all memorandums, searches and other services connected therewith 1 00

(See, however, item No. 11).

11. When any instrument registered deals with or affects land in more than one certificate of title, for each memorandum after the first memorandum 50
12. For each abstract respecting land included in one certificate of title, or respecting each quarter-section for which certificate of title has not been granted, including all charges for searches and certificates 50
13. For filing each caveat and for preparing and mailing notices in connection therewith 2 00

14. For notice, Form Y under section 130	*1 00
15. For entering withdrawal, lapse or removal of caveat	1 00
16. For each search for each parcel of land or for any name	25
17. For a certificate as to decrees, orders or executions including one search for one name	50
And for each additional name	25
18. For each certificate of charge	50
19. For each map or plan registered, including new certificate of title and duplicate thereof	1 00

(See, however, items Nos. 8 and 11).

20. For each map or plan deposited under any Rail- way Act or any other Act than The Land Titles Act	1 00
21. For registering or filing writ of fieri facias or a satisfaction, withdrawal or expiration thereof, including all memorandums and other services connected therewith	1 00
22. For the production of each instrument filed or registered	10
23. On rejection of each instrument presented for registration, to be charged in discretion of registrar	1 00
24. For copy of or extract from any registered instru- ment or instruments otherwise in the custody of the registrar, per folio of 100 words	10

(For certificate, see item 26).

25. (a) For copy of every map or tracing attached to or indorsed on any document	2 00
(b) For copy of each map or plan filed, regis- tered or deposited in the land titles office up to and inclusive of 100 lots	3 00
And for each additional lot over 100	2

(c) And for each copy or tracing showing one block of lots or of one or more lots in one block on any such map or plan	82 00
26. For each certificate, signed by the registrar, deputy registrar or acting registrar and authenticated by the registrar's official seal and not otherwise provided for	25
27. For taking each affidavit or solemn declaration ..	20
28. For entering executor, administrator or an assignee under the Assignments Act as transferee or proprietor of a mortgage on a transmission ..	1 00
29. For entering survivor or other person as proprietor in the case of a joint proprietorship	1 00
30. For each certificate and reference to a Court or Judge, excepting a reference made under section 117 of The Land Titles Act	2 00
31. For attending a Court or Judge on reference or on hearing of any petition or on any proceeding or on producing any document on any application or proceeding before a Court or Judge for one hour	1 00
32. For certificate of title or duplicate issued to replace one worn out, filled up, destroyed or lost ..	2 00
(a) Where a certificate of title or duplicate thereof has been lost or destroyed, for perusing proof of loss, settling notice for all other services excepting new certificate of title	1 00
33. For consolidating two or more certificates of title ..	2 00
34. For filing claim of exemption under section 117 ..	1 00
35. For reading proof of lawful re-entry and recovery of possession and making memorandum of same as required by section 81	2 00

NOTE:—In addition to the above fees there is payable to the insurance fund, on the registration of every grant of incumbered land, on the registration of the first transfer after the issue of a certificate of title where the land was not incumbered, on the increased value of the land in every subsequent transfer, and on the filing of

a first mortgage or incumbrance before issue of grant, one-fifth of one per cent. on the acre value up to \$5,000 and one-tenth of one per cent. on any excess over such \$5,000.

NOTE:—There shall not be included in a certificate of title lands in more than one township.

NOTE:—No charge shall be made for any services whatever under this tariff rendered to or for the government of Saskatchewan.

No charge shall be made upon the issue of a certificate of title to a homestead patentee under the provisions of The Dominion Lands Act unless at the time of issue the title is incumbered and in that event the fees shall be as hereinbefore provided.

SUPPLEMENTARY TARIFF OF FEES UNDER THE LAND TITLES ACT.

Registration Fees on Sale and Foreclosure of Mortgages under The Land Titles Act.

Inspecting notice of exercising power of sale in mortgage and instructions as to service	\$2 00
Instructions as to advertising and sale of property	3 00
Fee on every other application to registrar for instructions during proceedings	1 00
Registration of transfer from mortgagee and transmission (including the issue of certificate of title)	5 00
And in addition fees payable to the assurance fund.	
Order of registrar for foreclosure and transmission, including certificate of title	10 00

Solicitors' Fees on Sale and Foreclosure Proceedings.

For the following services when rendered, and no others:

Drawing, serving and filing notice of exercising power of sale, inclusive of all instructions and attendances	10 00
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Advertising sale and all services in connection therewith, including all attendances, revising proof, etc.	\$15 00
On sale of mortgaged premises under power of sale including all instructions, attendance at sale and all other attendances and services up to completion of sale, including the drawing of transfer	25 00
Actual and necessary disbursements, when verified by statutory declaration, including auctioneer's fees, which should not be more than \$15 for ordinary sale.	

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FORM 1092.

BRITISH COLUMBIA.

*Schedule of Fees to be Charged under "Mineral Act," R. S.
B. C. 1911, ch. 157.*

For every free miner's certificate issued to an individual for each year	\$5 00
For every free miner's certificate for a period for less than a year, a proportionate part of the fee charged for a certificate for a year.	
For every free miner's certificate issued to a joint-stock company for each year:	
(a) Having a nominal capital of \$100,000 or less ..	50 00
(b) Having a nominal capital exceeding \$100,000 ..	100 00
Every substituted certificate	1 00
Recording any claim	2 50
Recording every certificate of work and filing affidavit	2 50
Recording any "lay-over," or every other record required to be made in the record-book	2 50
For recording every abandonment, including the memorandum to be written on the record	10 00
For any other record made in the record of abandonments	2 50
For recording every affidavit, where the same does not exceed three folios of 100 words	2 50
For every folio over three, 30 cents per folio.	
The above rate shall be charged for all records made in the record or affidavits.	
For all records made in the record of conveyances, where the same do not exceed three folios ..	2 50
For every folio over three, a further charge of 30 cents per folio.	

For all copies or extracts from any record in any of the above-named books, where such copy or extract shall not exceed three folios, per copy \$2 50
Where such copies of extracts exceed three folios, 30 cents per folio for every folio over three.

For filing any document 25

For a Crown grant of the mineral rights 25 00

For a Crown grant of the surface rights 10 00

For abstracts and other certificates, such fees as the Mining Recorder may consider fair, subject to appeal to the Minister of Mines.

R. S.

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FORM 1093.**THE MINING ACT OF ONTARIO.***Schedule of Fees.*

1. For a Miner's License or renewal thereof for an individual \$5 00
2. For an individual Miner's License issued on or after 1st October in any year 3 00
3. For a Miner's License or renewal thereof for a mining partnership, where not more than two partners 5 00
4. For a Miner's License or renewal thereof for a mining partnership, where more than two, but not more than five partners 10 00
5. For a Miner's License or renewal thereof for a mining partnership where more than five partners 20 00
6. For a Miner's License or renewal thereof for a Company where capital authorized by letters patent or license under The Extra-provincial Companies Act does not exceed \$40,000 25 00
7. For a Miner's License or renewal thereof for a Company where capital authorized by letters patent or license under The Extra Provincial Companies Act is over \$40,000, but not exceeding \$100,000 50 00
8. For a Miner's License or renewal thereof for a Company where capital authorised by letters patent or license under The Extra Provincial Companies Act is over \$100,000, but does not exceed \$500,000 75 00

9. For a Miner's License or renewal thereof for a Company where capital authorized by letters patent or license under The Extra Provincial Companies Act is over \$500,000, but not exceeding \$1,000,000\$100 00
- 10 And for each additional \$1,000,000 or fraction thereof. Provided that in case where the said authorized capital of any such company is over \$1,000,000, and it by affidavit of the President or Secretary thereof proven to the satisfaction of the Minister or Deputy Minister of Mines that any part of such capital is actually being used in some other business enterprise, and not in mining business within the Province, such part may be deducted in fixing the license fees herein provided for100 00
11. Whenever a Miner's License for a Mining partnership or for a company is issued on or after 1st October in any year, the fee shall be only one-half the amount above specified.
12. For recording each claim applied for on a license 10 00
13. For examining Claim Record Book, per claim.
Fee to be for Recorder's own use..... 10
14. For inspecting any document filed with a Mining Recorder. Fee to be Recorder's own use 10
15. For recording a dispute per claim..... 10 00
16. For certificate of record of claim 1 00
17. For certificate of performance of working conditions 1 00
18. On filing appeal from Recorder's decision 10 00

19. On filing appeal from Commissioner's decision ..\$20 00
- 20 For filing transfer or agreement to sell or transfer the whole or part of a mining claim, quarry claim, working permit or boring permit, power of attorney, revocation of power of attorney, copy of writ of execution, discharge of execution, or any other instrument affecting any recorded claim, right or interest, per claim .. 2 00
21. For a "Substituted Miner's License" 1 00
22. For special renewal License under section 85, par. a, to save forfeiture, three times the prescribed license fee.
23. For filing report of work under section 8b, par. b, to save forfeiture 25 00
24. For certificate relieving from disqualification under section 57 20 00
25. For recording extension of time for performing working conditions per claim..... 1 00
26. For recording an order or judgment of the Mining Commissioner or making an appeal from him 1 00
27. For recording a certificate that interest in claim or other recorded right or interest is called in question, per claim 10 00
28. For receiving and recording application for a working permit and giving certificate therefor. 5 00
29. For issuing working permit 1 00
30. For renewal of working permit 1 00
31. For filing certificate of mining partnership or certified copy thereof 1 00
32. For recording certificate of revocation of Agent and appointment of new Agent for mining partnership 1

FEEs FOR REGISTRATION ETC.

1139

33. For recording transfer of share or shares in a mining partnership \$ 25
34. For copies or certified copies of any document, paper or record obtained from any officer, per folio 10
35. Additional fee for Recorder's own use—with every application for a mining claim, quarry claim, working permit and boring permit, including swearing the affidavit, if sworn before the Recorder, and for every other affidavit sworn before the Recorder..... 25
36. For abstract or copy of entries in Record Book respecting any mining claim, per claim..... 25

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TABLE SHOWING DEVOLUTION OF AN INTESTATE'S ESTATE UNDER 10 EDWARD VII.
(ONT.) c. 56.

FORM 1094.

If the Intestate die His personal representatives take thus:
leaving:

Wife only.

If estate does not exceed \$1,000 in value after deducting debts, funeral and testamentary expenses, the wife receives all. If over that amount, the wife receives the first \$1,000; then half the residue goes to her; the rest to the next-of-kin, as determined hereafter; or, if no next-of-kin, to the Crown.

Wife and Child or Children. One-third to wife, the rest to child or children; if children dead, then to their representatives (that is, their lineal descendant;) except such child or children as had estate by settlement of intestate, or were advanced by him in his lifetime equal to the other shares.

No wife or child. All to the next-of-kin and their legal representatives.

Wife and father. \$1,000 to wife; half of residue to wife; half to father.

Wife and mother. \$1,000 to wife; half of residue to wife; half to mother.

Wife and father and mother. \$1,000 to wife; half of residue to wife; half to father and mother equally.

Wife and father and brother or sister. \$1,000 to wife; half of residue to wife; half to father and brother or sister equally.

TABLE UNDER DEVOLUTION OF ESTATES ACT (ONT.). 1111

If the Intestate die His personal representatives take thus:
having:

Wife and mother \$1,000 to wife; half of residue to wife;
 and brother or half to mother and brothers and sisters
 sister. equally.

Wife and father, \$1,000 to wife; half of residue to wife;
 brothers and sis- half to father, brothers, sisters, and
 ters, and neph- nephews and nieces, but nephews and
 ews and nieces. nieces take "per stirpes," i.e., the share
 which their parents would have taken.

Wife and mother, \$1,000 to wife; half of residue to wife;
 brothers and sis- half to mother, brothers, sisters, and
 ters, and neph- nephews and nieces, but nephews and
 ews and nieces. nieces take "per stirpes."

Wife and mother, \$1,000 to wife; half residue to wife; one-
 and nephews fourth to mother; one-fourth to
 and nieces. nephews and nieces "per stirpes."

Wife and brother \$1,000 to wife; half of residue to wife;
 or sister. half to brother or sister.

Wife, brother or \$1,000 to wife; half of residue to wife;
 sister and child- one-fourth to brother or sister "per
 ren of deceased capita"; one-fourth to deceased
 brother or sister. brother or sister's child or children
 "per stirpes."

*A wife is entitled to elect whether she will take dower,
 that is, a one-third life interest in the real estate owned by
 the intestate at the time of death, or her share as given under
 the Devolution of Estates Act.*

Husband only. Half to husband; half as if he had pre-
 deceased intestate.

Husband and child One-third to husband; two-thirds to child
 or children, or children.

*A husband is entitled to elect whether he will take his
 curtesy, that is, his right to a life interest in the real estate
 of his deceased wife, dying intestate, or his share as given
 under the Devolution of Estates Act.*

*If the Intestate die His personal representatives take thus:
leaving:*

Child, children, All to the child or to the children, "per
and children of stirpes."
deceased child.

Children by two or Equally to all.
more wives.

Child and grand- Half to child; half to grand-children, who
children of de- take "per stirpes."
ceased child.

If no child, child- All to next-of-kin in equal degree to in-
ren or represen- testate
tatives of such.

*Illegitimate children do not inherit from the father.
An adopted child does not inherit property of intestate.*

Father and mother Equally to both.

Father only, or The whole.
mother only.

Father mother, Equally to all. The children of any de-
brother or sis- ceased brother or sister take share of
ter. deceased parent "per stirpes."

Father or mother Equally to all.
and brother or
sister.

Mother and pos- Equally to both.
thumous brother
or sister.

Brother or sister. The whole.

Brother and sister. Equally to both.

Brother or sister Equally to both.
of whole blood
and brother or
sister of half-
blood.

TABLE UNDER DEVOLUTION OF ESTATES ACT (ONT.). 1143

*If the Intestate die His personal representatives take thus:
leaving:*

Posthumous bro- Equally to both.
ther or sister
and brother or
sister born in
lifetime of father.

Brothers or sisters Equally, but the nephews or nieces take
and nephews or "per stirpes."
nieces.

Brother and grand- All to brother.
father.

Brother and aunts. All to brother.

Father's father and Equally to both.
mother's mother.

Grandparents and All to grandparents.
uncles or aunts.

Uncle and child of All to uncle.
deceased uncle
or aunt.

Uncles and aunts, Equally to all.
nephews and
nieces.

Uncle or aunt's Equally to all.
children, and
brother's or sis-
ter's grandchild-
ren.

Nephew or niece Equally, "per capita."
by brother and
nephew and
nieces by half
sister.

*If the Intestate die His personal representatives take thus:
leaving:*

Nephews by de- Equally. "per capita."
ceased brother,
and nephews and
nieces by de-
ceased sister.

Nephews and All to nephews and nieces.
nieces and child-
ren of deceased
nephew or niece.

Brother's grand- All to daughter.
children and
brother or sis-
ter's daughter.

Grandchildren of All to children of deceased sister of the
deceased brother. intestate's father.
ers and
of the in-
tate's moth-
and the child-
ren of the de-
ceased sister of
the intestate's
father.

*If a person dies not having left a will and leaving no kin-
dred, the property goes to the Crown.*

TARIFF OF FEES

FOR CONVEYANCING WORK IN THE CITY OF TORONTO.

FORM 1095.

PART I.

Costs of Solicitor for Purchaser or Mortgagee:

(The following fees include the cost of preparing or revising the agreement for sale, mortgage or lease; and all other usual services in investigating the title and completing the transaction, but do not include disbursements. These fees, however, are not applicable in special cases, where there are different chains of title, or where more than the usual services are rendered, or responsibility incurred.)

- (a) Where the value of the property in question (inclusive of incumbrances), or the amount of the loan, is \$1,000 or under, minimum fee.....\$10 00
- (b) Where such value is between \$1,000 and \$3,000
1 per cent. on value.
- (c) Where such value is between \$3,000 and \$20,000,
\$30 plus one-half of \$1 per cent. on value above \$3,000.
- (d) Where such value exceeds \$20,000, \$115 plus
one-quarter of 1 per cent. on value above \$20,000.

Costs of Solicitor for the Vendor or Mortgagee:

Half fees, computed as above, minimum fee..... 10 00

- (e) For the preparation of a Conveyance, and one counterpart, including attendances, where no other services are required, one-quarter fees, computed as above. Minimum fee 5 00
- And for each folio exceeding seven 1 00

- (f) For the preparation of a mortgage, and one counterpart, including attendances, where no other services are rendered. one-third fees, computed as above. Minimum fee \$5 00
 And for each folio exceeding seven 1 00
- (g) For the preparation and completion of discharges of mortgages, under three folios, including one attendance on execution 2 50
 For each additional folio above three, or each additional attendance 50
- (h) For searches at Registry Office, in matters other than above, where no certificate of title is given, for each hour 4 00
- (j) Minimum fee for any search at Registry Office.. 2 00
- (k) Fee for preparation of necessary documents, other than deeds, in connection with completing transaction, 50 cents per folio. Minimum fee.. 1 00

In Land Title Matters:

Half fees computed as above. Minimum fee 10 00

Costs of Solicitor for Lessor:

- (1) For the preparation of a Lease (and one counterpart) in statutory form, where the term does not exceed seven years. Minimum fee..... 5 00
 And where the annual rent exceeds \$500, an additional \$1 for each \$100 (or fraction thereof) of such rent, between \$500 and \$1,000, and an additional 50 cents for each \$100 of such rent above \$1,000.
 And where such lease contains special provisions, an additional \$1 for each folio exceeding seven folios.
- (m) All other leases to be charged as for a mortgage in the foregoing paragraph (f). Minimum fee. 10 00
 And an additional \$1 for each folio exceeding seven.

Where the value of the demised premises is in question, it may be fixed by capitalizing the rent, if a rack rent, at 10 per cent., or, if a ground rent, at 5 per cent.

Costs of Solicitor for Lessee:

For revising and attending to completion of lease, half fees, computed as above. Minimum fee \$5 00

PART II.

Costs of Solicitor in Connection with Incorporation and Organization of Joint Stock Companies:

(a) Incorporation.

Advising, preparing petition, considering and drafting powers to be applied for, application to the Department, and procuring Letters Patent, with necessary attendances. Minimum fee..... 50 00

Where a Company has a capital exceeding \$50,000, this fee to be fixed at one-tenth of 1 per cent. on capitalization.

(b) Organization.

Preparing by-laws, attendances at and preparing minutes of Provisional Directors', Shareholders' and Directors' Meetings, and preparation of contracts, special by-laws, etc., and other services incident to full organization, same fees as in (a).

(c) Extra Provincial Companies.

Obtaining license for extra provincial companies same fees as in (a), based on amount of capital to be used in Ontario.

(d) Supplementary Letters Patent.

Obtaining same, fees as in (a).

LIST OF MORE IMPORTANT STATUTES REFERRED TO.

ALBERTA:—

Statutes of Alberta, 1906 Chap. 24.

BRITISH COLUMBIA:—

R. S. B. C. 1911, Chapter 127.

R. S. B. C. 1911, Chapter 129.

R. S. B. C. 1911, Chapter 157.

DOMINION:—

R. S. C. 1906, Chapter 1.

R. S. C. 1906, Chapter 70.

R. S. C. 1906, Chapter 77.

R. S. C. 1906, Chapter 79.

R. S. C. 1906, Chapter 110.

R. S. C. 1906, Chapter 119.

R. S. C. 1906, Chapter 145.

R. S. C. 1906, Chapter 146.

7 & 8 Edward VII., Chapter 20.

3 & 4 George V., Chapter 9.

ONTARIO:—

R. S. O. 1897, Chapter 143.

R. S. O. 1897, Chapter 147.

8 Edward VII., Chapter 21.

9 Edward VII., Chapter 36.

9 Edward VII., Chapter 22.

9 Edward VII., Chapter 48.

10 Edward VII., Chapter 37.

10 Edward VII., Chapter 51.

10 Edward VII., Chapter 52.

10 Edward VII., Chapter 53.

10 Edward VII., Chapter 54.

ONTARIO—*Continued.*

- 10 Edward VII., Chapter 56.
- 10 Edward VII., Chapter 60.
- 10 Edward VII., Chapter 64.
- 10 Edward VII., Chapter 65.
- 10 Edward VII., Chapter 67.
- 10 Edward VII., Chapter 68.
- 10 Edward VII., Chapter 69.
- 1 George V., Chapter 28.
- 1 George V., Chapter 37.
- 1 George V., Chapter 58.
- 2 George V., Chapter 31.
- 2 George V., Chapter 74.
- 3 & 4 George V., Chapter 6.
- 3 & 4 George V., Chapter 36.

MANITOBA:—

- R. S. M. 1902, Chapter 14.
- R. S. M. 1902, Chapter 23.
- R. S. M. 1902, Chapter 148.

NEW BRUNSWICK:—

- Consolidated Statutes, 1903, Chapter 24.
- Consolidated Statutes, 1903, Chapter 25.
- Consolidated Statutes, 1903, Chapter 30.

NOVA SCOTIA:—

- 3 & 4 Edward VII., Chapter 47.
- 10 Edward VII., Chapter 4.

SASKATCHEWAN:—

- R. S. S. 190, Chapter 41.

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